

AGENDA

Major Projects Committee

January 15, 2009

9:00 a.m.

Location:

SANBAG Offices
The Super Chief Room
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

Major Projects Committee Membership

Chair

John Pomierski, Mayor
City of Upland

Dennis Yates, Mayor
City of Chino

Rhodes "Dusty" Rigsby,
Mayor Pro Tem
City of Loma Linda

Vice-Chair

Grace Vargas, Mayor
City of Rialto

Gwenn Norton-Perry, Council Member
City of Chino Hills

Paul M. Eaton, Mayor
City of Montclair

Paul Biane, Supervisor
County of San Bernardino

Kelly Chastain, Mayor
City of Colton

Alan Wapner, Council Member
City of Ontario

Neil Derry, Supervisor
County of San Bernardino

Mark Nuaimi, Mayor
City of Fontana

Diane Williams, Council Member
City of Rancho Cucamonga

Josie Gonzales, Supervisor
County of San Bernardino

Bea Cortes, Council Member
City of Grand Terrace

Pat Gilbreath, Mayor Pro Tem
City of Redlands

Gary Ovitt, Supervisor
County of San Bernardino

Larry McCallon, Council Member
City of Highland

Pat Morris, Mayor
City of San Bernardino

Richard Riddell, Mayor
City of Yucaipa

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

As a Subregional Planning Agency, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency

Major Projects Committee

**January 15, 2009
9:00 a.m.**

**LOCATION:
Santa Fe Depot
*The Super Chief Room***

1170 W. 3rd Street, 2nd Floor, San Bernardino

CALL TO ORDER – 9:00 a.m.
(Meeting chaired by Mayor John Pomierski.)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Nessa Williams

1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of January 15, 2009 Pg. 9

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. Major Projects Attendance Roster Pg. 12

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Notes/Action

Consent Calendar Cont...

3. **Construction Change Orders to on-going SANBAG Construction Contracts with Atkinson Contractors/MCM JV, Atkinson Contractors LP, Riverside Construction Co., and Steiny and Company, Inc.** Pg. 14

Review and ratify change orders. Garry Cohoe

Discussion Calendar

4. **Major Projects Quarterly Project Status Briefing** Pg. 33

Receive the Major Projects Project Status Briefing. Garry Cohoe

5. **Amendment No. 2 to Sole Source Contract No. 03-037 with Terry Haines for Right of Way Consultant Services** Pg. 35

Approve Amendment No. 2 to Sole Source Contract No. 03-037 with Terry Haines for right of way consultant services increasing the not-to-exceed amount by \$150,000, for a total of \$300,000. Garry Cohoe

6. **Construction Cooperative Agreement No. C09-129 with Caltrans for Interstate 215 Segments 1 and 2 in the City of San Bernardino** Pg. 40

Approve Construction Cooperative Agreement No. C09-129 with Caltrans for Interstate 215 Segments 1 and 2 in the City of San Bernardino. Garry Cohoe

7. **Construction Cooperative Agreement No. C09116 with Caltrans for the combined Connectors Project on SR-210 Segment 11 and Interstate 215 Segment 5 Project** Pg. 64

Approve Construction Cooperative Agreement No. C09116 with Caltrans for the combined Connectors Project on SR-210 Segment 11 and I-215 Segment 5 Project. Garry Cohoe

8. **I-215 Bi-County High Occupancy Vehicle (HOV) Gap Closure Project** Pg. 91
- 1) Priority to Commit Funds to the I-215 Bi-County HOV Gap Closure Project
 - 2) Approve Budget Amendment to include a new Task (TN 839, I-215 Bi-County HOV Gap Closure Project)
 - 3) Approve Cooperative Agreement No. C09145 with RCTC for preparation of Project Approval and Environmental Document (PA&ED) for the I-215 Bi-County HOV Gap Closure Project
- Garry Cohoe**
9. **Interstate (I) 15/215 Interchange Improvements (Devore Interchange) Update** Pg. 105
- Receive Report on the Interstate (I) 15/215 Interchange (Devore) Project.
Garry Cohoe
10. **Measure I Two Year Capital Improvement Plans** Pg. 107
- Accept the Measure I 2008-2010 Summary Report of Two Year Capital Improvement Plans for Local Pass-Through Funds in the Valley and Mountain/Desert subareas. **Ellen Pollema**
- This item will be reviewed by the Major Projects Committee on January 15, 2009 and the Mountain/Desert Committee on January 16, 2009.**
11. **Update on review of the Draft Measure I 2010-2040 Strategic Plan** Pg. 183
- Receive information on the review of the Draft Measure I 2010-2040 Strategic Plan Report. **Steve Smith**
12. **Update on Identifying Potential Projects for Transportation Reauthorization** Pg. 185
- Receive report and provide feedback on SANBAG's advocacy efforts for the Federal Transportation Reauthorization bill. **Jennifer Franco**
- This item is scheduled for review by the Administrative Committee on January 14, 2009; Major Projects Committee on January 15, 2009 and the Mountain Desert Committee on January 16, 2009.**

13. Additional Items from Committee Members
14. Brief Comments by General Public
15. Director's Comments
16. Acronym Listing

Pg. 188

ADJOURNMENT

**The next Major Projects Committee
Meeting is February 12, 2009.**

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting, Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

**SANBAG General Practices for Conducting Meetings
of
Board of Directors and Policy Committees**

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on "Request to Speak" forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a member of the Board/Committee may "Call for the Question."
- Upon a "Call for the Question," the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair's discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair's direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

Adopted By SANBAG Board of Directors January 2008

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM 1

Date: January 15, 2009

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A	05-005	Atkinson Contractors Scott Lyon Kent Reiman MCM H McGovern	All American Asphalt Modern Alloys Diversified Landscaping JV Land Clearing Valley Concrete Placing Coffman Specialties Alcorn Fence Coral Construction

*

*Approved
Major Projects Committee*

Date: January 15, 2009

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A (Cont.)			Sudhakar Company Dywidag Systems Highlight Electric Regional Steel
3-B	06-001	Atkinson Contractors, LP <i>Scott Lyon</i> <i>Kent Reiman</i>	West Coast Demo Penhall Moore Electric CGO Construction United Steel Placers Superior Gunite ACL Reycon Diversified Landscape Modern Alloys Statewide Safety Sudhakar Anderson Drilling DSI Ulmer Industries CTM Ortiz Asphalt Paving Alcorn Fence
3-C	07-095	Atkinson Contractors, LP <i>Scott Lyon</i> <i>Kent Reiman</i>	Sudhakar Diversified Landscape Statewide Safety and Signs Alcorn Fence Coral Construction West Coast Welding DSI Integrity Rebar CTM Construction Penhall VT Electric Ortiz Asphalt

Item No.	Contract No.	Principals & Agents	Subcontractors
3-D	C07174	Riverside Construction Co. <i>Dan Ennis</i>	A.C. Dike Alcorn Fence Co. American Steel Placer Avar Construction CTM Construction Foundation Pile Inc. Harber Companies High Light Electric Matich Corp. Pavement Recycling Sudhakar Company Ulmer Industries
3-E	06-055	Steiny and Company, Inc. <i>Richard Tesoriero</i>	Crosstown Electrical and Data, Inc.
5	03-037	Terry Haines <i>Terry Haines</i>	None

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD -- 2008

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Eaton City of Montclair	X	X		X	X		X	X		X	X	X
John Pomierski City of Upland	X	X	X	X	X	X		X	X	X	X	X
Paul Biane Board of Supervisors	X	X	X		X	X						
Kelly Chastain City of Colton	X	X	X	X	X		X	X	X	X	X	X
Robert Christman City of Loma Linda	X	X	X	X	X	X						
Rhodes "Dusty" Rigsby City of Loma Linda							X	X	X	X	X	X
Bea Cortes City of Grand Terrace	X	X	X	X	X	X		X	X	X	X	X
Pat Gilbreath City of Redlands	X	X		X	X	X	X	X		X	X	X
Josie Gonzales Board of Supervisors	X		X	X		X	X			X	X	X
Dennis Hansberger Board of Supervisors		X	X	X		X	X		X	X	X	
Neil Derry Board of Supervisors												
Larry McCallon City of Highland		X	X		X		X		X	X		X
Patrick Morris City of San Bernardino		X	X	X	X	X		X		X	X	X
Gwenn Norton-Perry City of Chino Hills				X								X

X = Member attended meeting. * = Alternate member attended meeting. Empty box = Member did not attend meeting. Shaded box = Not a member at the time.
mpcatt08.doc

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2008

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Mark Nuaimi City of Fontana	X	X	X	X	X	X	X	X	X	X	X	X
Gary Ovitt Board of Supervisors				X	X		X		X			X
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X		X	X	X
Grace Vargas City of Rialto	X				X	X	X	X		X	X	X
Paul Leon City of Ontario	X	X		X	X	X	X	X	X	X	X	X
Diane Williams City of Rancho Cucamonga	X		X	X	X	X	X	X	X	X	X	X
Dennis Yates City of Chino	X	X	X			X	X	X	X	X	X	X

Minute Action

AGENDA ITEM: 3

Date: January 15, 2009

Subject: Construction Change Orders to on-going SANBAG Construction Contracts with Atkinson Contractors/MCM JV, Atkinson Contractors LP, Riverside Construction Co., and Steiny and Company, Inc.

Recommendation:* Review and ratify change orders.

Background: Of SANBAG's fifteen on-going construction contracts, five of the contracts have had construction change orders (CCO's) approved since the last Major Projects Committee meeting. The CCO's are listed below:

- A. CN 05-005 with Atkinson Contractors/MCM JV for construction of the SR-210 Segment 11 Early project: CCO No. 46 (\$89,544.30 increase for (1) adjustments in compensation of all overhead costs, resulting from all deferred CCO's that extended the contract completion date to June 6, 2008; (2) repaving 27th Street in the City of San Bernardino, between Madison Avenue and Medical Center Drive; and (3) pavement repair to the inside shoulder of the westbound SR-210 between stations 167+80 to 168+60); CCO No. 47 (\$70,000.00 increase for an adjustment in compensation for indirect home office overhead costs, covering the 165 day extended contract time period from October 24, 2007 through June 23, 2008); and CCO No. 48 (\$135,690.28 decrease to provide an adjustment of compensation for

Approved
Major Projects Committee

Date: January 15, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

the much lower revised unit price of Bid Item A-42: Roadway Excavation).

- B. CN 06-001 with Atkinson Contractors, LP for construction of the I-10 Median Mixed-Flow Lane project: CCO No. 52 (\$35,000.00 increase to provide an adjustment of compensation for the fluctuation in price of Asphalt Concrete (Type A) and Asphalt Concrete (Type A Bond Breaker), in accordance with the requirements listed in Section 5-1.14, "Compensation Adjustments for Price Index Fluctuations", of the Contract Special Provisions).
- C. CN 07-095 with Atkinson Contractors, LP for construction of the I-215 5th Street Overcrossing project: CCO No. 1, Supplement No. 3 (\$10,000.00 increase to provide for additional traffic control and extra work required for public convenience).
- D. CN C07174 with Riverside Construction Co. for the construction of the Live Oak Canyon Bridge: CCO No. 15 (\$15,419.00 increase to revise the ramp termini limits at the eastbound I-10 off-ramp, preventing future shoving and rutting at the crosswalk pavement).
- E. CN 06-055 with Steiny and Company, Inc. for installation of the San Bernardino Valley Coordinated Traffic Signal System – Tier 1: CCO No. 10 (\$9,040.93 increase to (1) install state furnished battery backup cabinets, furnish and install batteries on the SR-60 freeway at Milliken Avenue and on the I-10 freeway at 4th Street; (2) relocate the existing battery cabinets and equipment to new controller cabinets on Euclid Avenue at the SR-60 freeway, and at Walnut Avenue and Mission Avenue; and (3) furnish and install battery backup cabinets on the controller cabinets for Cedar Avenue at San Bernardino Avenue, and Mission Boulevard at Pipeline Avenue); CCO No. 11 (\$29,298.35 increase to change the radio system in the City of Chino, from an Ethernet to a Spread Spectrum system); CCO No. 12 (\$3,651.51 increase to remove existing wire and install new fiber optic cable, requiring a nighttime closure on the I-10 freeway carpool lane at Central Avenue); CCO No. 13 (\$3,780.00 increase to open existing splice closures, re-splice fiber optic cables to the correct fibers, and reseal and test at three locations: the I-10 freeway at (1) Milliken Avenue; (2) Etiwanda Avenue; and (3) Sierra Avenue); CCO No. 14 (\$26,931.27 increase to provide additional computer hardware, software, and system upgrades at the Caltrans Transportation Management Center); CCO No. 15 (\$22,085.30 increase to furnish and install additional Spread Spectrum radio systems in the City of Redlands, on Brookside Avenue at San Mateo Street and Center Street, and on Redlands Boulevard at Eureka Street; and relocate or adjust antennas on Redlands Boulevard at Citrus Avenue, Alabama Street

and Tennessee Street); and CCO No. 16 (\$1,954.31 increase to relocate the radio antenna at Vineyard Avenue and Arrow Route, and to trouble shoot the fiber optic cable system, and remove and replace bad modems, at Rancho Cucamonga City Hall).

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. TN 70109000, TN 82409000, TN 83809000, TN 84309000 and TN 86009000.

Reviewed By: This item will be reviewed by the Major Projects Committee on January 15, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 12/31/2008)

SEGMENT 11 EARLY PROJECT
 CONTRACT No. 05-005

COO NO.	DESCRIPTION (\$)= With Supplemental \$	PAY MTD	TIME EXT.	COO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	CONTRACTOR FROM	CT /FHWA Concurrence TO	SANBAG Approval TO	DATE APPROVED	STATUS/REMARKS		
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>> \$3,326,514.00																
1	MAINTAIN ROADWAY AND TRAFFIC CONTROL ...	EWFA	0	\$20,000.00				3/29/05	1/31/05	4/4/05	4/4/05 & Email	4/4/05	4/8/05	4/8/05	Approved & Implemented	
(S)				\$20,000.00	0.06%	\$20,000.00 \$	3,306,514.00		4/6/05	<< Approved Copies						
1	ADDITIONAL FUNDS	EWFA	0	\$40,000.00				11/18/05	N/A	N/A	N/A	11/18/05	11/29/05	11/29/05	Approved & Implemented	
S1				\$40,000.00	0.13%	\$60,000.00 \$	3,266,514.00									
1	ADDITIONAL FUNDS	EWFA	0	\$150,000.00				6/20/08	11/30/05	<< Approved Copies			6/20/08	7/14/08	7/14/08	Approved & Implemented
S2				\$150,000.00	0.47%	\$210,000.00 \$	3,116,514.00		N/A	N/A						
2	MAINTAIN EXISTING AND TEMPORARY ELECTRICAL SYSTEM	EWFA	0	\$20,000.00				3/29/05	7/14/08	<< Approved Copies						Approved & Implemented
S1				\$20,000.00	0.06%	\$230,000.00 \$	3,096,514.00		1/31/05	4/4/05	4/4/05 & Email	4/4/05	4/8/05	4/8/05	4/8/05	Approved & Implemented
2	ADDITIONAL FUNDS	EWFA	0	\$60,000.00				12/21/05	4/6/05	<< Approved Copies						Approved & Implemented
S1				\$60,000.00	0.19%	\$290,000.00 \$	3,036,514.00		N/A	N/A	N/A		12/22/05	1/9/06	1/9/06	Approved & Implemented
2	ADDITIONAL FUNDS	EWFA	0	\$70,000.00				7/17/06	1/9/06	<< Approved Copies						Approved & Implemented
S2				\$70,000.00	0.22%	\$360,000.00 \$	2,966,514.00		N/A	N/A	8/25/06	7/17/06	7/24/06	7/24/06	7/24/06	Approved & Implemented
2	ADDITIONAL FUNDS	EWFA	0	\$150,000.00				6/20/08	7/24/06	<< Approved Copies			6/20/08	7/14/08	7/14/08	Approved & Implemented
S3				\$150,000.00	0.47%	\$510,000.00 \$	2,816,514.00		N/A	N/A						Approved & Implemented
3	FEDERAL APPRENTICESHIP TRAINING	ACUP	0	\$14,400.00				4/6/05	7/14/08	<< Approved Copies			4/21/05	4/21/05	4/21/05	Approved & Implemented
(S)				\$14,400.00	0.05%	\$524,400.00 \$	2,802,114.00		4/7/05	4/11/05	4/20/05	5/18/05	4/11/05	4/11/05	4/11/05	Approved & Implemented
4	REMOVE ADDITIONAL TREES & CLEAR / GRUB TO FACILITATE UTILITY RELOCATION	EWFA	0	\$15,000.00				4/8/05	4/23/05	<< Approved Copies						Approved & Implemented
S1				\$15,000.00	0.05%	\$539,400.00 \$	2,787,114.00		4/7/05	4/11/05	4/20/05	5/18/05	4/11/05	4/11/05	4/11/05	Approved & Implemented
4	ADDITIONAL FUNDS	EWFA	0	\$15,000.00				7/6/05	4/21/05	<< Approved Copies			7/25/05	7/25/05	7/25/05	Approved & Implemented
S1				\$15,000.00	0.05%	\$554,400.00 \$	2,772,114.00		N/A	N/A	N/A					Approved & Implemented
5	SWPPP MAINTENANCE	EWFA	0	\$40,000.00				5/8/05	7/27/05	<< Approved Copies			5/11/05	5/11/05	5/11/05	Approved & Implemented
(S)				\$40,000.00	0.13%	\$594,400.00 \$	2,732,114.00		5/8/05	5/11/05	5/17/05					Approved & Implemented
6	MAINTAIN EXISTING UTILITY FACILITIES	EWFA	0	\$15,000.00				8/11/05	8/17/05	<< Approved Copies			9/15/05	9/15/05	9/15/05	Approved & Implemented
S1				\$15,000.00	0.05%	\$609,400.00 \$	2,717,114.00		8/17/05	9/14/05	8/4/06	9/15/06	9/15/05	9/15/05	9/15/05	Approved & Implemented
6	ADDITIONAL FUNDS	EWFA	0	\$85,000.00				10/19/05	9/18/05	<< Approved Copies						Approved & Implemented
S1				\$85,000.00	0.27%	\$694,400.00 \$	2,632,114.00		N/A	N/A	N/A		10/19/05	10/19/05	10/19/05	Approved & Implemented
7	HIGHLAND-DELMANN WATER MADISON DRIVEWAY	EWFA	0	\$15,000.00				4/27/06	10/25/05	<< Approved Copies						Approved & Implemented
S1				\$15,000.00	0.06%	\$714,400.00 \$	2,612,114.00		4/27/06	5/25/06	5/12/06		4/27/06	4/27/06	4/27/06	Approved & Implemented
8	CONFINED SPACE ATTENDANT	EWFA	0	\$20,000.00				6/6/05	6/6/05	<< Approved Copies			6/16/05	6/16/05	6/16/05	Approved & Implemented
S1				\$10,000.00	0.03%	\$724,400.00 \$	2,602,114.00		6/6/05	6/10/05	6/10/05 email		6/10/05	6/10/05	6/10/05	Approved & Implemented
8	ADDITIONAL FUNDS	EWFA	0	\$10,000.00				11/21/05	6/15/05	<< Approved Copies						Approved & Implemented
S1				\$20,000.00	0.06%	\$744,400.00 \$	2,582,114.00		6/15/05	6/15/05	6/15/05		11/21/05	11/21/05	11/21/05	Approved & Implemented
				\$20,000.00	0.06%	\$744,400.00 \$	2,582,114.00		11/20/05	<< Approved Copies						Approved & Implemented

**SEGMENT 11 EARLY PROJECT
CONTRACT No. 05-005**

**San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG**

(Updated: 12/31/2008)

COO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CT FHWA Concurrence TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/REMARKS
9	STATE STREET PILE DEPTH REVISION / PRE-DRILLING	ITEM 0	0	\$2,905.00 \$91,075.00 \$64,580.00 \$15,000.00	0.20%	\$808,980.00	\$ 2,517,534.00	7/19/05	7/21/05 8/5/05	7/22/05 8/1/05	8/5/05 8/9/05	8/9/05	Approved & Implemented
10	MAN MADE BURIED OBJECTS	EWFA 0	0	\$15,000.00 \$20,000.00	0.05%	\$823,980.00	\$ 2,502,534.00	8/15/05	8/17/05 << Approved Copies	8/30/05 8/30/05	9/15/05 9/19/05	9/19/05	Approved & Implemented
10	ADDITIONAL FUNDS	EWFA 0	0	\$15,000.00 \$20,000.00				12/22/05	N/A N/A	N/A N/A	12/22/05 1/9/06	1/9/06	Approved & Implemented
11	STATE STREET OPEN CHANNEL CABLE RAILING (SSSD)	EWAP 0	0	\$7,693.72	0.06%	\$843,980.00	\$ 2,482,534.00	12/8/05	12/19/06 << Approved Copies	12/19/05 12/19/05	12/14/05 1/4/06	1/18/06	Approved & Implemented
12	ELECTRICAL SERVICE CONNECTION FEES	EWFA 0	0	\$7,693.72 \$15,000.00	0.02%	\$851,673.72	\$ 2,474,840.28	8/15/05	9/21/05 << Approved Copies	8/30/05 8/30/05	9/22/05 9/28/05	9/27/05	Approved & Implemented
13	TRAFFIC SIGNAL LOOPS @ HIGHLAND/MACY & HIGHLAND/CALIFORNIA	EWFA 0	0	\$15,000.00 \$35,000.00	0.05%	\$866,673.72	\$ 2,459,840.28	9/15/05	9/28/05 << Approved Copies	4/8/06 4/8/06	3/22/06 4/13/06	4/19/06	Approved & Implemented
14	REMOVE AND REPLACE MUSCOY WATER LINE NORTH OF HIGHLAND (SSSD)	EWFA 0	0	\$35,000.00 \$10,000.00 \$62,778.42	0.11%	\$901,673.72	\$ 2,424,840.28	9/21/05	9/28/05 << Approved Copies	11/1/05 11/1/05	9/21/05 9/28/05	9/28/05	Approved & Implemented
14	ADDITIONAL MINWD UTILITY WORK ON STATE STREET	EWLS 0	0	\$23,758.92 \$31,073.00	0.23%	\$974,433.14	\$ 2,352,060.86	11/16/05	12/5/05 << Approved Copies	11/23/05 11/23/05	11/30/05 12/6/05	12/7/05	Approved & Implemented
14	MUSCOY MUTUAL WATER SERVICE AT 19TH STREET & CALIFORNIA	EWLS 0	0	\$23,758.92 \$31,073.00	0.07%	\$998,212.06	\$ 2,328,301.94	11/13/06	11/14/06 << Approved Copies	11/14/06 11/14/06	11/30/06 12/11/06	12/11/06	Approved & Implemented
15	REVISED MBGR STANDARD PLAN	NCNC 0	0	\$31,073.00 \$0.00	0.10%	\$1,029,285.06	\$ 2,297,228.94	1/3/06	1/19/06 << Approved Copies	1/31/06 1/31/06	3/4/06 4/3/06	4/5/06	Approved & Implemented
16	PEDESTRIAN OPENINGS (CREDIT) - STATE STREET BRIDGE	ADJ 0	0	\$0.00 -\$3,602.00	0.00%	\$1,029,285.06	\$ 2,297,228.94	11/22/05	12/1/05 << Approved Copies	12/1/05 12/1/05	12/14/05 12/14/05	1/9/06	Approved & Implemented
17	LOCAL STREET NAME SIGNS & NORM JOHNSON WAY CHANGE	EWUP ACUP 0	0	\$5,995.72 \$8,915.00	-0.01%	\$1,025,683.06	\$ 2,300,830.94	4/5/06	4/14/06 << Approved Copies	4/29/06 4/29/06	4/4/06 4/20/06	5/3/06	Approved & Implemented
18	MADISON/GARDENA KEYSTONE WALL AND MIXON DRIVEWAY	EWFA 0	0	\$14,510.72 \$13,500.00	0.05%	\$1,040,193.78	\$ 2,286,320.22	12/14/05	12/28/05 << Approved Copies	1/15/06 1/15/06	12/18/06 1/11/06	1/18/06	Approved & Implemented
19	ADJUSTMENT TO VARIOUS ELECTRICAL BID ITEMS	ACLS 0	0	\$13,500.00 -\$9,150.04	0.04%	\$1,053,693.78	\$ 2,277,820.22	8/9/06	8/10/06 << Approved Copies	8/25/06 8/25/06	8/9/06 8/9/06	4/18/07	Approved & Implemented, Processed Unilateral.
20	SOUNDWALL 196	ITEM EWFA 0	0	\$3,500.00 \$3,500.00	-0.03%	\$1,044,543.74	\$ 2,281,970.26	12/11/06	12/18/06 << Approved Copies	12/18/06 12/18/06	4/10/07 4/10/07	2/20/07	Approved & Implemented
21	CAJON OH BENT 2 ALTERNATIVE PILE	ITEM ADJ 0	0	\$2,313.54 \$2,865.00 \$16,931.24	-0.01%	\$1,042,220.20	\$ 2,284,283.80	3/7/06	4/11/06 << Approved Copies	4/6/06 4/6/06	3/4/06 4/13/06	4/19/06	Approved & Implemented
22	SIGN STRUCTURE SPEC CHANGE	ITEM EWFA ADJ 0	0	\$2,313.54 \$2,865.00 \$16,931.24 \$19,786.24 -\$24,876.50 \$20,160.00 \$2,382.50 -\$2,354.00	0.06%	\$1,062,026.44	\$ 2,264,487.56	7/5/06	11/7/06 << Approved Copies	4/6/06 4/6/06	3/4/06 4/13/06	4/19/06	Approved & Implemented

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 12/31/2008)

CCO NO.	DESCRIPTION (S) - With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		CT / FHWA Concurrent		SANBAG Approval		DATE APPROVED	STATUS/ REMARKS
									TO	FROM	TO	FROM	TO	FROM		
23	TCE ISSUES AT 20TH STREET: BLOCK WALL	EWFA	0	\$20,000.00				3/29/06	4/3/06	4/11/06	4/3/06	6/21/06	3/29/06	4/9/06	4/20/06	Approved & Implemented
				\$20,000.00	0.06%	\$1,079,672.44	\$ 2,246,841.56		4/19/06	<< Approved Copies			4/13/06	4/19/06		
23 S1	ADDITIONAL FUNDS	EWFA	0	\$35,000.00				1/18/07	N/A	N/A	1/24/07		1/18/07	1/24/07	1/24/07	Approved & Implemented
				\$35,000.00	0.11%	\$1,114,672.44	\$ 2,211,841.56		1/24/07	<< Approved Copies						
23 S2	ADDITIONAL FUNDS & TIME ADJUSTMENT of 65 WORKING DAYS	EWFA	65	\$30,000.00				3/18/07	3/19/07	4/3/07	3/9/07		3/18/07	3/19/07	4/4/07	Approved & Implemented
				\$30,000.00	0.09%	\$1,144,672.44	\$ 2,181,841.56		4/4/07	<< Approved Copies			4/3/07	4/4/07		
24	MODIFICATIONS TO SSSD @ BASELINE: ADD'L RSP, HEADWALL & 600mm AP	EWFA	0	\$30,000.00				6/1/06	6/6/06	6/14/06	6/6/06	6/21/06	6/14/06	6/26/06	6/26/06	Approved & Implemented
				\$30,000.00	0.09%	\$1,174,672.44	\$ 2,151,841.56		6/26/06	<< Approved Copies			6/14/06	6/26/06		
24 S1	ADDITIONAL FUNDS - CCO CLOSE OUT	EWFA	0	\$28,250.17				1/31/07	N/A	N/A	2/1/07		1/31/07	2/5/07	2/5/07	Approved & Implemented
				\$28,250.17	0.09%	\$1,202,922.61	\$ 2,123,591.39		2/5/07	<< Approved Copies						
25	STATE STREET ADD'L SLOPE PAVING	ITEM	0	\$43,050.00				5/11/06	5/19/06	6/23/06	5/19/06	6/23/06	5/11/06	5/16/06	7/12/06	Approved & Implemented
				\$43,050.00	0.13%	\$1,245,972.61	\$ 2,080,541.39		7/13/06	<< Approved Copies			6/23/06	7/13/06		
26	MODIFICATIONS TO TIEBACK RETAINING WALL @ "L" LINE	EWLS	0	\$9,047.00				9/14/06	9/15/06	11/3/06	9/15/06		9/14/06	9/15/06	11/6/06	Approved & Implemented
				\$9,047.00	0.03%	\$1,255,019.61	\$ 2,071,494.39		11/7/06	<< Approved Copies						
27	SSSD MODIFICATIONS: INCREASE IN SIZE OF THE NO.3 CATCH BASINS	ACLS	0	\$36,750.00				10/16/06	10/16/06	10/18/06	10/16/06		10/16/06	10/23/06	10/19/06	Approved & Implemented
				\$36,750.00	0.12%	\$1,291,769.61	\$ 2,034,744.39		10/23/06	<< Approved Copies						
27 S1	SSSD MODIFICATIONS ON STATE ST BETWEEN HIGHLAND AND ADAMS	ITEM EWFA ACLS	0	\$35,750.00 -\$38,720.00 \$60,000.00 \$29,493.64				11/30/06	12/4/06	12/14/06	12/1/06		12/4/06	12/14/06	12/18/06	Approved & Implemented
				\$50,773.64	0.16%	\$1,342,543.25	\$ 1,983,970.75		1/8/07	<< Approved Copies						
27 S2	ADDITIONAL FUNDS TO CCO 27 SSSD MODIFICATIONS	EWFA	0	\$62,000.00				3/19/20	N/A	N/A	3/22/07		3/20/07	3/28/07	3/27/07	Approved & Implemented
				\$62,000.00	0.19%	\$1,404,543.25	\$ 1,921,970.75		3/28/07	<< Approved Copies						
28	DELETE SCHEDULE B, WORK MOVE TO MAINLINE PROJECT	ITEM ACLS	141	-\$98,178.70 -\$58,846.03				11/30/06	12/4/06	12/14/06	12/1/06		12/4/06	12/14/06	1/22/07	Approved & Implemented
				-\$1,957,022.73	-3.31%	\$347,520.52	\$ 2,978,993.48		1/22/07	<< Approved Copies						
29	ADDITIONAL U-BARS ON HIGHLAND WINGWALL PILES	EWLS	0	\$8,500.00				9/29/06	10/5/06	10/10/06	10/2/06		9/29/06	10/5/06	10/5/06	Approved & Implemented
				\$8,500.00	0.03%	\$356,020.52	\$ 2,970,493.48		10/10/06	<< Approved Copies						
30	AC PRICE INDEX FLUCTUATION	ACUP	0	\$121,385.44				11/3/06	11/7/06	12/1/06	11/7/06	11/8/06	11/7/06	11/12/06	12/6/06	Process UNILATERAL. Approved & Implemented
				\$121,385.44	0.38%	\$477,405.96	\$ 2,849,108.04		12/1/06	<< Approved Copies			11/4/06	12/11/06		
30 S1	SUPPLEMENT TO AC PRICE INDEX FLUCTUATION	ACUP	0	\$8,994.16				1/11/07	N/A	N/A	1/11/07		1/11/07	1/22/07	1/22/07	Process UNILATERAL. Approved & Implemented
				\$8,994.16	0.03%	\$486,400.12	\$ 2,840,113.88		1/22/07	<< Approved Copies						
30 S2	(2ND) SUPPLEMENT TO AC PRICE INDEX FLUCTUATION	ACUP	0	\$52,436.10				4/7/08	4/7/08	(Will Not Sign)			4/7/08	4/8/08	4/7/08	Process UNILATERAL. Approved & Implemented
				\$52,436.10	0.16%	\$538,836.22	\$ 2,787,677.78		4/8/08	<< Approved Copies						
31	MOVE MORE WORK & PUNCHLIST ITEMS TO MAINLINE CONTRACT	ACLS NCNC	0	-\$10,000.00 \$0.00 -\$10,000.00				3/16/07	3/20/07	3/27/07	3/20/07		3/16/07	3/27/07	3/27/07	Approved & Implemented
				-\$10,000.00	-0.03%	\$528,836.22	\$ 2,797,677.78		3/28/07	<< Approved Copies						

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 12/31/2008)

SEGMENT 11 EARLY PROJECT
 CONTRACT No. 05-005

COO NO.	DESCRIPTION (S) - With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CT/FHWA Contingencies TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/REMARKS
32	MUSCOY MUTUAL WATER MATERIAL ESCALATION	EWLS	0	\$30,326.81	0.10%	\$559,163.03	\$ 2,767,350.97	3/7/07	3/9/07 3/23/07	3/9/07 3/9/07	3/28/07 3/28/07	3/27/07	Approved & Implemented
33	CITY OF SAN BERNARDINO WATER LINE CONFLICT ON CALIFORNIA ST. PHASE 'A'	EWFA	DEF	\$55,000.00				10/9/07	3/28/07 << Approved Copies		10/9/07 10/11/07	10/10/07	Approved & Implemented
33 S1	CITY OF SAN BERNARDINO WATER LINE CONFLICT ON CALIFORNIA ST. PHASE 'B'	EWFA	DEF	\$55,000.00	0.17%	\$614,163.03	\$ 2,712,350.97	11/5/07	11/6/07 12/17/07	11/7/07	11/6/07 12/19/07	12/19/07	Approved & Implemented
34	BIO-SWALES FOR BASINS NO.4, NO.5, NO.6	EWFA	DEF	\$65,000.00	0.20%	\$679,163.03	\$ 2,647,350.97	10/9/07	12/30/07 << Approved Copies		10/9/07 10/11/07	10/10/07	Approved & Implemented
34 S1	ADDITIONAL FUNDS	EWFA	0	\$148,000.00	0.46%	\$827,163.03	\$ 2,499,350.97	6/20/08	10/11/07 << Approved Copies		6/20/08 7/14/08	7/14/08	Approved & Implemented
35	ADDITIONAL AC PAVEMENT AND GRINDING	ACLS	0	\$21,320.72	0.47%	\$977,163.03	\$ 2,349,350.97	1/28/08	7/14/08 << Approved Copies		1/28/08 4/28/08	4/28/08	Process Unilaterally 4/23/08.
35- S1	ADDITIONAL AC PAVEMENT BY ALL AMERICAN ASPHALT	ACLS	0	\$21,320.72	0.07%	\$998,483.75	\$ 2,328,030.25	1/28/08	4/28/08 << Approved Copies		6/10/08 9/18/08	9/23/08	Approved & Implemented
36	EROSION CONTROL	ITEM	0	\$19,138.14	0.06%	\$1,017,621.89	\$ 2,308,892.11	10/18/07	9/23/08 10/25/07	11/27/07 10/25/07	10/25/07 12/5/07	12/4/07	Approved & Implemented
37	CAJON OH SLOPE PAVING REPAIR	EWFA	DEF	\$32,381.80	0.10%	\$1,050,003.69	\$ 2,276,510.31	10/23/07	12/5/07 << Approved Copies		10/23/07 11/26/07	11/26/07	Approved & Implemented
38	SEGMENT 11 FLATWORK	EWFA	DEF	\$40,000.00	0.31%	\$1,150,003.69	\$ 2,176,510.31	11/5/07	11/20/07 11/22/07	11/20/07	11/5/07 12/5/07	12/4/07	Approved & Implemented
38 S1	ADDITIONAL FUNDS	EWFA	0	\$40,000.00	0.13%	\$1,190,003.69	\$ 2,136,510.31	6/20/08	12/5/07 << Approved Copies		6/20/08 7/14/08	7/14/08	Approved & Implemented
39	ADDITIONAL MBGR	EWFA	DEF	\$50,000.00	0.25%	\$1,270,003.69	\$ 2,056,510.31	12/10/07	7/14/08 << Approved Copies		12/10/07 12/19/07	12/19/07	Approved & Implemented
40	REPAIR ERODED SLOPES AND RAIN DAMAGE	EWFA	DEF	\$50,000.00	0.16%	\$1,320,003.69	\$ 2,006,510.31	1/23/08	12/20/07 << Approved Copies		1/23/08 2/4/08	2/4/08	Approved & Implemented
41	ADDITIONAL K-RAIL IN FREEWAY MEDIAN	ACLS EWFA	0	\$101,306.40	0.16%	\$1,370,003.69	\$ 1,956,510.31	4/23/08	2/12/08 << Approved Copies		4/23/08 5/3/08	5/3/08	Approved & Implemented
42	W/B 210 SLOTTED PIPE (Inc. Traffic Control)	EWFA	DEF	\$138,306.40	0.43%	\$1,506,310.09	\$1,820,203.91	2/22/08	2/27/08 4/23/08	2/27/08	2/22/08 4/28/08	4/28/08	Approved & Implemented
42 S1	ADDITIONAL FUNDS	EWFA	0	\$90,000.00	0.31%	\$1,606,310.09	\$1,720,203.91	6/20/08	4/28/08 << Approved Copies		6/20/08 7/14/08	7/14/08	Approved & Implemented

SEGMENT 11 EARLY PROJECT
CONTRACT No. 05-005

San Bernardino Associated Governments

(Updated: 12/31/2008)

[illegible]

*** Includes Supplemental Funds & SANBAG Furnished Materials**

SUMMARY OF NET BALANCE FOR COMPLETED ITEMS & CCO WORK			
ITEM NO.	\$ Overrun	\$ Balance	CCO NO.
		\$180,206.54	
This Amount (\$ Balance) is taken from the Summary of Completed ITEMS OF WORK in the Project Status form.			
		\$ Balance (\$85,282.70)	
Total Overrun			\$94,923.84

SUMMARY OF ANTICIPATED COSTS (I.e. More Overruns, ewbs, ..)	
Taken from OTHER ANTICIPATED COSTS in the Project Status form >>>	
	\$
As of Est. 32 (03/20/08). Prepared on _____.	

THE

I-10 Median Mixed-Flow Lane Addition
Contract No. 06-001
San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 12/30/2008)

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SGN.	CONTRACTOR		CT		SANBAG Approval		DATE APPROVED	STATUS/REMARKS
									TO	FROM	TO	FROM	TO	FROM		
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>>																
\$3,619,846.00																
1	MAINTAIN ROADWAY AND TRAFFIC CONTROL ...	EWFA	0	\$35,000.00				11/09/05	11/10/05	11/28/05	11/10/05	12/02/05	12/07/05	01/18/06	Contract Bid Amount >> \$41,698,588.70 Approved & Implemented	
1S1	RESTRIPE I-10 EB (1-FT SHIFT) - MAINTAIN ROADWAY/TRAFFIC	EWLS	0	\$35,000.00 \$33,600.00	0.08%	\$35,000.00 \$	3,584,846.00	09/28/06		<< Approved Copies						
1S2	ADDITIONAL FUNDS (CCO #1)	EWFA	0	\$33,600.00 \$25,000.00	0.08%	\$68,600.00 \$	3,551,246.00	02/01/07	02/14/07		02/08/07	02/13/07	02/08/07	02/14/07	02/14/07	Approved & Implemented
2	TRAINING	ACUP	0	\$25,000.00 \$8,800.00	0.06%	\$93,600.00 \$	3,526,246.00	11/09/05	11/10/05	12/29/05	11/10/05	12/02/05	12/07/05	01/18/06	01/18/06	Approved & Implemented
3	MAINTAIN EXISTING ELECTRICAL SYSTEMS	EWFA	0	\$8,800.00 \$10,000.00	0.02%	\$102,400.00 \$	3,517,446.00			<< Approved Copies						
3S1	ADDITIONAL FUNDS	EWFA	0	\$10,000.00 \$20,000.00	0.02%	\$112,400.00 \$	3,507,446.00	05/18/06	05/23/06			05/15/06	05/18/06	05/23/06	05/23/06	Approved & Implemented
3S2	ADDITIONAL FUNDS	EWFA	0	\$20,000.00 \$20,000.00	0.05%	\$132,400.00 \$	3,487,446.00	04/29/08	05/08/08		04/29/08			04/29/08	05/07/08	Approved & Implemented
4	MAINTAIN EXISTING IRRIGATION SYSTEMS	EWFA	0	\$20,000.00 \$30,000.00	0.05%	\$152,400.00 \$	3,467,446.00	11/09/05	11/10/05	11/28/05	11/10/05	12/02/05	12/07/05	01/18/06	01/18/06	Approved & Implemented
4-S1	ADDITIONAL FUNDS	EWFA	0	\$30,000.00 \$30,000.00	0.07%	\$182,400.00 \$	3,437,446.00	05/18/06	05/23/06			05/30/06	05/18/06	05/23/06	05/23/06	Approved & Implemented
4-S2	ADDITIONAL FUNDS	EWFA	0	\$30,000.00 \$55,000.00	0.07%	\$212,400.00 \$	3,407,446.00	09/13/07	n/a	09/20/07	09/13/07	05/30/06	09/13/07	09/18/07	09/18/07	Approved & Implemented
4-S3	ADDITIONAL FUNDS	EWFA		\$55,000.00 \$100,000.00	0.13%	\$267,400.00 \$	3,352,446.00									approved &
5	GRAFFITI REMOVAL	EWFA	0	\$100,000.00 \$10,000.00		\$367,400.00 \$	3,252,446.00	04/28/08	05/08/08		04/28/08		04/28/08	05/07/08	05/07/08	Approved & Implemented
6	REVISED CL PROFILE	EWFA	0	\$10,000.00 \$10,000.00	0.02%	\$377,400.00 \$	3,242,446.00	02/13/06	02/13/06	02/21/06	02/13/06	02/20/06	03/01/06	04/04/06	04/04/06	Approved & Implemented
7	ADDITIONAL ABESTOS ABATEMENT (8 BRIDGES)	EWFA	0	\$10,000.00 \$12,000.00	0.02%	\$387,400.00 \$	3,232,446.00	11/21/05	11/21/05	11/28/05	11/21/05	12/01/05	12/16/06	03/01/06	03/01/06	Approved & Implemented
8	ENCROACHMENT PERMIT FEE	EWLS	0	\$12,000.00 \$5,350.00	0.03%	\$399,400.00 \$	3,220,446.00	11/30/05	12/02/05	<< Approved Copies		04/04/06	02/16/06	03/01/06	03/01/06	Approved & Implemented
				\$5,350.00	0.01%	\$404,750.00 \$	3,215,096.00			<< Approved Copies						Approved & Implemented

I-10 Median Mixed-Flow Lane Addition
San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

Contract No. 06-001

(Updated: 12/30/2008)

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN	CONTRACTOR TO FROM	CT TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/REMARKS
9	LOW EXPANSION MATERIALS	ACLS	0	-\$85,093.00			Revised >> \$319,657.00 \$ 3,300,189.00	01/06/06	01/10/06 01/19/06	01/10/06 04/04/06	03/01/06 02/16/06	03/01/06	Approved & Implemented
10	SALVAGE BRIDGE RAILING (2000 LF)	ACLS	0	\$7,873.22	-0.20%			09/08/08	09/08/08 10/02/08	08/09/08	10/02/08 10/07/08	10/07/08	Approved & Implemented
11	SALVAGE MBGR (Including THRIE BEAM)	ACLS	0	\$0.00	0.02%		\$327,530.22 \$ 3,292,315.78		10/07/08 << Approved Copies				CLOSED at NO COST
12	SWPPP MAINTENANCE SHARING (Closed at NO COST)	EWFA	0	\$33,300.00	0.00%		\$327,530.22 \$ 3,292,315.78	01/10/06	01/10/06 01/19/06	01/10/06 04/04/06	03/01/06 02/16/06	03/01/06	Approved & Implemented
13	ELECTRICAL CHANGES BY CALTRANS	ACLS		\$33,300.00	0.08%		\$360,830.22 \$ 3,259,015.78		<< Approved Copies				Approved & Implemented
14	ADDITIONAL CONCRETE REMOVAL - DSC	EWLS	0	\$6,323.10	0.02%		\$367,153.32 \$ 3,252,692.68	10/23/06	10/24/06 07/23/06	01/04/07 06/23/06	01/07/07 07/14/06	01/07/07	Approved & Implemented
15	ELECTRICAL & WATER METER SERVICE INSTALLATION & PERMIT FEES	ACLS EWLS	0	\$7,830.00 \$20,338.00 \$10,289.00	0.02%		\$374,783.32 \$ 3,245,062.68	04/19/06	04/16/06 04/21/06	04/16/06 03/20/06	05/02/06 05/04/06	05/04/06	Approved & Implemented
15S1	INSTALL ADDITIONAL CONDUIT CROSSING FOR IRRIGATION CONTROLLERS	EWUP		\$30,825.00 \$3,624.30	0.07%		\$405,408.32 \$ 3,214,437.68	10/31/06	10/31/06 02/20/07	02/13/07 10/30/06	02/20/07 02/20/07	02/20/07	Approved & Implemented
16	PIER WALL - TEMPORARY BRACING	ACLS	0	\$5,316.00	0.01%		\$409,032.62 \$ 3,210,813.38	04/14/06	04/14/06 04/18/06	04/14/06 04/20/06	05/02/06 05/04/06	05/04/06	Approved & Implemented
17	CITRUS ABUT FOOTING	ACLS	0	\$5,316.00 \$9,882.00	0.01%		\$414,348.62 \$ 3,205,497.38	05/11/06	05/11/06 05/18/06	05/11/06 03/08/06	05/19/06 05/23/06	05/23/06	Approved & Implemented
18	ANDERSON DRILLING - DIFFERING SITE CONDITIONS	ACLS	0	\$9,882.00 \$0.00	0.02%		\$424,230.62 \$ 3,195,615.38		<< Approved Copies				CLOSED at NO COST
19	CHURCH ST UC - FALSEWORK CHANGES (Closed at NO COST)	ACLS	0	\$0.00 \$4,000.00	0.00%		\$424,230.62 \$ 3,195,615.38	04/14/06	04/14/06 04/18/06	04/14/06 04/20/06	05/02/06 05/04/06	05/04/06	Approved & Implemented
20	"REVISED" STAGE 3 - TRAFFIC HANDLING PLANS (NO COST Change)	No Cost	0	\$4,000.00 \$0.00	0.01%		\$428,230.62 \$ 3,191,615.38	09/20/06	09/20/06 09/25/06	09/20/06 09/30/06	10/02/06 10/02/06	10/02/06	Approved & Implemented
21	TEMPORARY SUPPORTS DELETION (NO COST Change)	ACLS	0	\$0.00 -\$25,437.00	0.00%		\$428,230.62 \$ 3,191,615.38	10/20/06	10/20/06 10/31/06	10/31/06 06/01/06	10/31/06 11/09/06	11/09/06	Approved & Implemented
22	SUPPLEMENTAL LANDSCAPE MAINTENANCE (PE)	EWUP	0	-\$25,437.00 \$25,830.00	-0.08%		\$402,793.62 \$ 3,217,052.38	06/29/06	07/31/06 10/03/06	08/03/06 10/16/06	08/04/06 10/16/06	10/24/06	Approved & Implemented
				\$25,830.00	0.08%		\$428,623.62 \$ 3,191,222.38		<< Approved Copies				

I-10 Median Mixed-Flow Lane Addition
Contract No. 06-001
San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 12/30/2008)

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	CONTRACTOR FROM	CT TO	CT FROM	SANBAG Approval TO	SANBAG Approval FROM	DATE APPROVED	STATUS/REMARKS
23	MISCELLANEOUS STRUCTURAL FIELD CHANGES	EWFA	0	\$10,000.00				08/10/06	08/10/06	08/21/06	08/10/06	08/10/06	08/22/06	09/14/06	09/04/06	Approved & Implemented
23S1		EWFA	0	\$10,000.00	0.02%	\$438,623.62	\$ 3,181,222.38	04/17/07	05/01/07	not requ	04/22/07	04/24/07	04/24/07	04/27/07	04/27/07	Approved & Implemented
23S2		EWFA	0	\$15,000.00	0.04%	\$453,623.62	\$ 3,166,222.38	11/27/07	11/30/07	not requ	11/27/07	11/28/07	11/27/07	11/28/07	11/27/07	Approved & Implemented
24		ACLS	Def	\$20,000.00	0.05%	\$473,623.62	\$ 3,146,222.38	10/06/08	10/06/08	10/09/08			10/06/08	10/08/08	10/28/08	Approved & Implemented
25	MISC. PCC PAVING FIELD CHANGES	ITEMS	0	\$5,705.23	0.01%	\$479,328.85	\$ 3,140,517.15	04/23/07	04/23/07	10/09/07	04/23/07	04/23/07	10/10/07	10/06/07	10/16/07	Approved & Implemented
		ACLS	0	\$12,500.00												
		ACLS	0	\$5,857.81												
		EWFA	0	\$5,000.00												
26	CONFINED SPACE ENTRY - LOOKOUT PERSON	EWFA	0	\$2,340.27	0.01%	\$481,669.12	\$ 3,138,176.88	10/23/06	10/24/06	11/06/06	10/24/06	10/30/06	11/09/06	11/16/06	12/06/06	Approved & Implemented
27	SUBSTITUTE 75% min BUTT WELDS WITH MECHANICAL SERVICE SPLICES	ACLS	0	\$10,000.00	0.02%	\$491,669.12	\$ 3,128,176.88	10/23/06	10/24/06	11/06/06	10/24/06	10/30/06	11/09/06	11/16/06	12/06/06	Approved & Implemented
28	JIT FOR PCC PAVING (80% shared cost excludes mark-ups)	EWFA	0	\$0.00	0.00%	\$491,669.12	\$ 3,128,176.88	11/28/06	11/28/06	12/05/06	12/05/06	12/07/06	12/06/06	11/16/06	12/06/06	Approved & Implemented
29	STRUCTURE APPROACH SLAB MISC DETAIL REVISIONS	ACLS	0	\$4,500.00	0.01%	\$496,169.12	\$ 3,123,676.88									CLOSED at NO COST
30	SCE SERVICE FEES	EWFA	0	\$0.00	0.00%	\$496,169.12	\$ 3,123,676.88	07/22/07	07/22/07	10/09/07	07/22/07	07/28/07	10/10/07	10/16/07	10/16/07	Approved & Implemented
31	MISC DRAINAGE CHANGES	EWFA	0	\$3,000.00	0.01%	\$499,169.12	\$ 3,120,676.88	05/11/07	05/11/07	06/25/07	05/11/07	05/25/07	06/29/07	07/03/07	07/03/07	Approved & Implemented
32	SOUNDWALL BLOCKS - WEIGHT LIMITATIONS	No Cost	0	\$15,000.00	0.04%	\$514,169.12	\$ 3,105,676.88	06/11/07	06/11/07	06/29/07	06/11/07	06/13/07	06/29/07	07/03/07	07/03/07	Approved & Implemented
32S1		No Cost	0	\$0.00	0.00%	\$514,169.12	\$ 3,105,676.88	08/23/07	08/24/07	08/30/07	08/23/07	08/23/07	09/04/07	09/04/07	09/04/07	Approved & Implemented
33	BURIED MAN-MADE OBJECTS AND LOCATING FACILITIES	EWFA	0	\$20,000.00	0.00%	\$514,169.12	\$ 3,105,676.88	06/21/07	06/21/07	06/27/07	06/21/07	06/25/07	06/29/07	07/03/07	07/03/07	Approved & Implemented
				\$20,000.00	0.05%	\$534,169.12	\$ 3,085,676.88									

I-10 Median Mixed-Flow Lane Addition
San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 12/30/2008)

Contract No. 06-001

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CT TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/REMARKS
34	ADD DS 36 AND OTHER DRAINAGE CHANGES	ITEM FA	0	\$24,549.00 \$10,000.00				06/07/07	08/07/07 09/18/07	08/07/07 09/13/07	09/18/07 09/18/07	09/18/07	Approved & Implemented
35	SW 168 DIFFERING SITE CONDITION	ACLS		\$34,549.00 \$124,818.64	0.08%	\$568,718.12	\$ 3,051,127.88	04/11/08	<< Approved Copies 04/15/08 04/11/08	04/01/08 04/11/08	04/28/08 04/28/08	04/28/08	In Process
36	REMOVE AND REPLACE D'S	ITEM	0	\$124,818.64 \$8,825.00	0.30%	\$693,536.76	\$ 2,926,309.24	08/23/07	<< Approved Copies 08/30/07 09/04/07	08/15/07 08/15/07	09/04/07 09/04/07	09/04/07	Approved & Implemented
37	FACILITATE EARLY OPENING OF FREEWAY	ACFA ACLS	0	\$9,825.00 \$15,000.00 \$4,830.00	0.02%	\$702,361.76	\$ 2,917,484.24	11/02/07	<< Approved Copies 11/02/07 11/02/07	11/02/07 11/02/07	11/05/07 11/07/07	11/07/07	Approved & Implemented
38	MBGR TRANSITION RAILING (TYPE WB) UPGRADE AT BRIDGE RAILING	EWFA	Def	\$19,830.00 \$25,000.00	0.05%	\$722,191.76	\$ 2,897,654.24	11/16/07	<< Approved Copies 01/22/08 01/16/08	01/16/08 01/16/08	01/22/08 01/23/08	01/23/08	Approved & Implemented
38-S1	ADDITIONAL FUNDS	EWFA	0	\$25,000.00 \$30,000.00	0.06%	\$747,191.76	\$ 2,872,654.24	04/21/08	<< Approved Copies 05/08/08 04/21/08	04/21/08 04/21/08	05/07/08 05/07/08	05/07/08	Approved & Implemented
39	ADDITIONAL JOINT SEAL AND REPAIR	ITEM EWFA	Def	\$30,000.00 \$46,500.00 \$10,000.00	0.07%	\$777,191.76	\$ 2,842,654.24	11/16/08		11/16/07 11/16/07	01/22/08 01/23/08	01/23/08	Approved & Implemented
39-S1	ADDITIONAL JOINT SEAL AND REPAIR	EWFA	Def	\$56,500.00 \$35,000.00	0.44%	\$833,691.76	\$ 2,786,154.24	05/12/08	<< Approved Copies 05/20/08 05/12/08	05/12/08 05/12/08	05/19/08 05/19/08	05/19/08	Approved & Implemented
40	EXISTING PAVEMENT REPAIR	EWFA	Def	\$35,000.00 \$50,000.00	0.08%	\$868,691.76	\$ 2,751,154.24	12/13/07	<< Approved Copies 01/22/08 12/14/07	05/07/08 05/07/08	01/22/08 01/23/08	01/23/08	Approved & Implemented
40 S1	EXISTING PAVEMENT REPAIR (ADDITIONAL FUNDS)	EWFA		\$50,000.00 \$40,000.00	0.12%	\$918,691.76	\$ 2,701,154.24		<< Approved Copies	05/07/08 05/07/08			Approved & Implemented
41	MODIFY EB LANE DROP TAPER	EWFA	Def	\$40,000.00 \$30,000.00		\$958,691.76	\$ 2,661,154.24	04/21/08	05/07/08 04/21/08	04/21/08 04/21/08	05/07/08 05/07/08	05/07/08	Approved & Implemented
42	ADJUSTMENT OF COMPENSATION FOR IRRIGATION MATERIALS	ACLS	0	\$1,709.62 \$15,598.20	0.00%	\$990,401.38	\$ 2,629,444.62	01/15/08	<< Approved Copies 01/22/08 01/15/08	01/15/08 01/15/08	01/22/08 01/23/08	01/23/08	Approved & Implemented
43	EROSION CONTROL (TYPE D)	ACUP	Def	\$15,598.20 \$15,598.20		\$1,005,999.58	\$ 2,613,846.42	01/15/08	<< Approved Copies 01/22/08 01/15/08	01/15/08 01/15/08	01/22/08 01/23/08	01/23/08	Approved & Implemented
44	ADDITIONAL SIGNS	EWFA		\$65,000.00	0.04%	\$1,070,999.58	\$ 2,564,444.62	06/03/08	<< Approved Copies 06/18/08 06/03/08	06/03/08 06/03/08	06/15/08 06/23/08	06/23/08	Approved & Implemented
44 S-1		No Cost		\$0.00		\$1,070,999.58	\$ 2,564,444.62	01/25/08	<< Approved Copies 01/28/08 01/25/08	01/25/08 01/25/08	02/03/08 02/03/08	02/03/08	Approved & Implemented
45	CLOSEOUT OF VARIOUS DEFERRED TIME CCO'S	No Cost	43	\$0.00 \$0.00	0.00%	\$1,070,999.58	\$ 2,564,444.62	01/25/08	<< Approved Copies				Approved & Implemented

(Updated: 12/30/2008)

NOTES: * Includes Supplemental Funds & SANBAG Furnished Materials

I-215 FIFTH ST OC
CONTRACT No. C07-095
San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 12/31/2008)

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	FROM	CT TO	FROM	SANBAG TO	DATE APPROVED	STATUS/REMARKS
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>>															
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>>															
1	TRAFFIC CONTROL	EWFA	0	\$50,000.00		Billings Paid	Balance Remaining		02/12/07	02/12/07	02/17/07	02/15/07	02/20/07	02/20/07	Approved & Implemented
(S)						\$50,000.00	\$0.00				(Email)				
1	TRAFFIC CONTROL - ADDITIONAL FUNDS	EWFA	0	\$50,000.00	0.3%	\$50,000.00	\$1,808,324.55		02/20/07	<< Approved Copies			04/22/08	04/22/08	Approved & Implemented
(S)						\$25,000.00	\$0.00		N/A	N/A	(Email)	N/A			
1	TRAFFIC CONTROL - ADDITIONAL FUNDS	EWFA	0	\$25,000.00	0.15%	\$25,000.00	\$1,783,324.55		N/A	<< Approved Copies			10/28/08	10/28/08	Approved & Implemented
(S)						\$10,000.00	\$0.00		N/A	N/A	(Email)	N/A			
1	TRAFFIC CONTROL - ADDITIONAL FUNDS	EWFA	0	\$10,000.00	0.06%	\$10,000.00	\$1,773,324.55		N/A	<< Approved Copies			12/02/08	12/02/08	Approved & Implemented
(S)						\$121.55	\$9,878.45		N/A	N/A	(Email)	N/A			
2	SWPPP MAINTENANCE	EWFA	0	\$20,000.00	0.06%	\$20,000.00	\$1,753,324.55		03/13/07	03/20/07	03/13/07	03/19/07	03/12/07	03/28/07	Approved & Implemented
(S)						\$14,440.78	\$5,559.22		03/28/07	<< Approved Copies					
3	MAINTAIN EXISTING ELECTRICAL	EWFA	0	\$25,000.00	0.12%	\$25,000.00	\$1,728,324.55		03/20/07	03/22/07	03/20/07	03/20/07	03/19/07	03/28/07	Approved & Implemented
(S)						\$25,000.00	\$0.00		03/28/07	<< Approved Copies					
3	MAINTAIN EXISTING ELECTRICAL - ADDITIONAL FUNDS	EWFA	0	\$15,000.00	0.09%	\$15,000.00	\$1,713,324.55		N/A	N/A	(Email)	N/A	05/01/07	05/27/08	Approved & Implemented
(S)						\$11,833.98	\$8,166.02		N/A	N/A	(Email)	N/A			
3	MAINTAIN EXISTING ELECTRICAL - ADDITIONAL FUNDS	EWFA	0	\$25,000.00	0.12%	\$25,000.00	\$1,688,324.55		04/12/07	04/18/07	04/18/07	04/18/07	04/18/07	04/24/07	Approved & Implemented
(S)						\$180,000.00	\$1,658,324.55		04/24/07	<< Approved Copies					
4	UTILITY CONFLICTS	EWFA	0	\$25,000.00	0.15%	\$25,000.00	\$1,633,324.55		01/28/08	N/A	(Email)	N/A	01/28/08	01/28/08	Approved & Implemented
(S)						\$10,000.00	\$0.00		N/A	N/A	(Email)	N/A			
4	UTILITY CONFLICTS - ADDITIONAL FUNDS	EWFA	0	\$10,000.00	0.06%	\$10,000.00	\$1,643,324.55		04/22/08	N/A	(Email)	N/A	04/22/08	04/22/08	Approved & Implemented
(S)						\$9,487.42	\$512.58		N/A	N/A	(Email)	N/A			
4	UTILITY CONFLICTS - ADDITIONAL FUNDS	EWFA	0	\$10,000.00	0.06%	\$10,000.00	\$1,633,324.55		11/28/07	12/03/07	11/21/07	11/21/07	11/28/07	12/05/07	Approved & Implemented
(S)						\$34,925.10	\$0.00		12/05/07	<< Approved Copies					
5	RETAINING WALL CHANGES - ABUTMENT & NORTH	ITEM EWFA	0	\$34,925.10	0.06%	\$34,925.10	\$0.00		09/18/07	09/18/07	09/18/07	09/18/07	09/18/07	09/18/07	Approved & Implemented
(S)						\$6,993.16	\$506.84		10/02/07	10/03/07	10/02/07	10/03/07	10/03/07	10/03/07	Approved & Implemented
		APLS		\$1,393.28		\$1,393.28	\$0.00		10/03/07	<< Approved Copies					
		Adj. Comp.		\$594.61		\$594.61	\$0.00		10/03/07	<< Approved Copies					
6	ANCHOR BOLT SPEC CHANGE	NCNC	0	\$25,447.21	-0.15%	\$25,447.21	\$1,663,771.76		09/12/07	09/12/07	09/12/07	09/12/07	09/12/07	09/12/07	Approved & Implemented
(S)						\$0.00	\$0.00		09/18/07	<< Approved Copies					
7	LOWER DRAINAGE INLETS OF DS 4 & 6	EWFA	0	\$20,000.00	0.00%	\$20,000.00	\$1,663,771.76		10/02/07	10/03/07	10/02/07	10/03/07	10/03/07	10/03/07	Approved & Implemented
(S)						\$7,000.00	\$0.00		10/03/07	<< Approved Copies					
7	DRAINAGE RELOCATIONS - ADDITIONAL FUNDS	EWFA	0	\$15,000.00	0.10%	\$15,000.00	\$1,647,771.76		04/22/08	N/A	(Email)	N/A	04/22/08	04/22/08	Approved & Implemented
(S)						\$4,224.30	\$10,775.70		N/A	N/A	(Email)	N/A			
						\$205,552.79	\$1,652,771.76								

I-215 FIFTH ST OC

CONTRACT No. C07-095

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 12/31/2008)

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR	CT	SANBAG	DATE APPROVED	STATUS/REMARKS
8	RETAINING WALL CHANGES - ABUTMENT 6 SOUTH	BWFA ITEM	0	\$5,000.00 -\$108,730.40 -\$103,730.40	-0.62%	\$101,822.39	\$1,736,502.16	04/14/08	04/15/08	04/21/08	04/22/08	04/22/08	Approved & Implemented
9	MAST ARMS	BWFA	0	\$40,000.00		\$29,292.02	\$10,707.98	12/14/07	01/15/08	12/14/07	01/15/08	01/15/08	Approved & Implemented
10	BOND CONNECTION FOR SCE	EWFA	0	\$2,500.00	0.24%	\$141,822.39	\$1,696,502.16	06/04/08	06/17/08	06/04/08	06/18/08	06/18/08	Approved & Implemented
11	SECTION 10-1.04 "ASPHALT CONCRETE" SPEC DELETION	NCNC	0	\$2,500.00 \$0.00	0.02%	\$144,322.39	\$1,694,002.16	06/04/08	06/18/08	06/04/08	07/14/08	07/24/08	Approved & Implemented
12	RIGHT OF WAY DELAY - FREEWAY CLOSURE OF MAY 13, 2008	ADJ. COMP.	0	\$9,175.50	0.00%	\$9,175.50	\$0.00	07/17/08	07/21/08	07/17/08	07/21/08	07/24/08	Approved & Implemented
13	ADDITIONAL TRAFFIC LOOPS	APLS	0	\$6,573.27	0.04%	\$6,573.27	\$0.00	09/23/08	09/24/08	09/24/08	09/26/08	10/06/08	Approved & Implemented
				\$6,573.27	0.04%	\$160,071.16	\$1,678,253.39		10/06/08	<<< Approved Copies			
				\$0.00	0.00%	\$153,497.89	\$1,678,253.39			<<< Approved Copies			
ITEM & CCO BALANCE: OVERRUN(-)/UNDERRUN(+)													
TOTAL TO DATE >>>>>>>				0		\$180,071.16	\$	1,780,488.14	<<< Balance Inclusive of Item & CCO Overrun				
							\$	82,235.75	Total Approved CCOs >>> \$180,071.16				
									Approved CCOs >>>				
									Pending CCOs >>> \$0.00				

NOTES:

* Includes Supplemental Funds & SANBAG Furnished Materials

SUMMARY OF OVERRUNS FOR ACTIVE ITEMS & CCO WORK			
ITEM NO.	\$ Overrun	CCO NO.	\$ Balance
2	\$228.00		
5	\$2,600.00		
6	\$7,873.00		
8	\$7,000.00		
15	\$691.25		
17	\$2,164.00		
29	\$1,500.00		
39	\$29,475.00		
47	\$6,812.50		
64	\$1,700.00		
90	\$14,880.00		
92	\$120.00		
95	\$7,200.00		
		Total Overrun	\$82,235.75

2500
 \$7,966.55 APLS
 \$310,000.00 EW
 \$9,760.11 AC
 -\$147,655.50 BI
 \$180,071.16

(For use towards the job completion)

I-10/ LIVE OAK CANYON ROAD
INTERCHANGE PROJECT

CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

SANBAG CONTRACT No. 07-174
(Updated: 01/05/2009)

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	FROM	CT/FHWA Concurrence TO	FROM	SANBAG Approval TO	FROM	DATE APPROVED	STATUS/ REMARKS
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>> \$1,249,056.00																
1	MAINTAIN ROADWAY AND TRAFFIC CONTROL (S)	EWFA	0	\$30,000.00				10/1/07	10/5/07	10/15/07	10/1/07		10/1/07	10/16/07	10/17/07	Approved & Implemented
2	DELETE SIGN STRUCTURE ITEMS 02 & 83	ITEM	0	\$30,000.00	0.28%	\$30,000.00	\$ 1,219,056.00	9/22/07		<< Approved Copies	9/22/07		9/22/07	10/17/07	10/17/07	Approved & Implemented
3	MAINTAIN ELECTRICAL SYSTEMS	(Bridge) EWFA	0	\$8,082.00	-0.08%	\$21,918.00	\$ 1,227,138.00	10/1/07	10/6/07	10/15/07	10/1/07		10/1/07	10/16/07	10/17/07	Approved & Implemented
3-S1	ADDITIONAL FUNDS TO MAINTAIN ELECTRICAL SYSTEMS	EWFA	0	\$15,000.00						<< Approved Copies			10/1/07	10/16/07	10/17/07	Approved & Implemented
4	BURIED MAN-MADE OBJECTS	EWFA	0	\$20,000.00	0.14%	\$36,918.00	\$ 1,212,138.00	9/3/08	N/A				9/4/08	9/18/08	9/18/08	Approved & Implemented
5	RIGHT OF WAY OBLIGATIONS	EWFA	0	\$20,000.00	0.19%	\$56,918.00	\$ 1,192,138.00		9/18/08	<< Approved Copies	2/27/08		CC: Tom E. >>> Yes			Approved & Implemented
6	RETAINING WALL- 975 ELEVATION CHANGES & DRAINAGE	ITEM EWLS	0	\$3,705.00				3/10/08	3/12/08	3/12/08			3/24/08	4/1/08	4/1/08	Approved & Implemented
7	MISC DRAINAGE CHANGES	EWFA	0	\$15,000.00	0.14%	\$71,918.00	\$ 1,177,138.00	6/6/08	6/9/08	7/1/08	6/9/08		6/6/08	6/9/08	7/3/08	Approved & Implemented
8	DRAINAGE SYSTEM 14 INLET TYPE CHANGE	ITEM	0	\$20,000.00	0.19%	\$91,918.00	\$ 1,157,138.00	7/29/08	7/14/08	7/29/08			8/4/08	8/18/08	8/18/08	Approved & Implemented
9	ADD IRRIGATION CROSSTOPS AND RAISED CONCRETE MEDIAN		0	\$3,705.00				1/22/08	8/18/08	1/22/08			CC: Tom E. >>> Yes			Approved & Implemented
10	RELOCATE THE EXISTING VIDEO DETECTION SYSTEM TO POLE "C" & SALVAGE POLE "G"	ACFA	0	\$8,385.75	0.08%	\$100,303.75	\$ 1,148,752.25	6/16/08	2/28/08	2/28/08			6/16/08	6/16/08	7/3/08	Approved & Implemented
11	ELECTRICAL SERVICE CONNECTION FEES	EWFA	0	\$10,000.00	0.09%	\$110,303.75	\$ 1,138,752.25	7/9/08	7/9/08				CC: Tom E. >>> Yes			Approved & Implemented
12	ANCHOR BLOCKS W/B OFFON RAMPS	ITEM EWUP	0	\$1,115.00	0.01%	\$111,418.75	\$ 1,137,637.25	7/21/08	8/18/08	7/21/08			8/4/08	8/18/08	8/18/08	Approved & Implemented
13	AC PRICE INDEX FLUCTUATIONS (S)	ACUP	0	\$15,000.00	0.14%	\$126,418.75	\$ 1,122,637.25	8/20/08	8/18/08	8/18/08			CC: Tom E. >>> Yes			Approved & Implemented
14	EB OFF RAMP ROCK BLANKET	EWFA ITEM	0	\$20,000.00	0.19%	\$146,418.75	\$ 1,102,637.25	9/30/08	9/30/08				9/29/08	9/30/08	10/15/08	Approved & Implemented
15	EB OFF RAMP TERMINI AND CURB ELEVATION CHANGES	ITEM	0	\$6,427.00				10/30/08	10/27/08	11/10/08			11/10/08	11/25/08	11/25/08	Approved & Implemented
				\$18,488.25					8/20/08	8/25/08			CC: Tom E. >>> Yes			Approved & Implemented
				\$22,923.25	0.22%	\$169,342.00	\$ 1,079,714.00	10/30/08	10/30/08	12/8/08			12/8/08	12/22/09	12/22/09	Approved & Implemented
				\$100,000.00	0.04%	\$269,342.00	\$ 979,714.00	9/30/08	9/30/08				CC: Tom E. >>> Yes			Approved & Implemented
				\$4,000.00				9/30/08	9/30/08	10/13/08			9/29/08	9/30/08	10/21/08	Approved & Implemented
				\$5,462.00	0.09%	\$278,804.00	\$ 970,252.00	10/30/08	10/30/08	12/8/08			CC: Tom E. >>> Yes			Approved & Implemented
				\$15,419.00	0.14%	\$294,223.00	\$ 954,833.00		11/22/08	<< Approved Copies			CC: Tom E. >>> Yes			Approved & Implemented

[illegible]

NOTES:

*** Includes Supplemental Funds & SANBAG Furnished Materials**

CCO NO.	DESCRIPTION	PAY METHOD	TIME EXT.	CCO AMOUNT	TO DATE AMOUNT	CONTINGENCY BALANCE	RE SIGN.	CONTRACTOR		SANBAG (Appr.)		SANBAG (Trans.)		DATE APPR.	STATUS/ REMARKS
								TO	FROM	TO	FROM	TO	FROM		
*CONTINGENCY BUDGET															
1	Delete Bid Item #121 Field Office Trailer <i>Approved copies to:</i>	LS	0	\$533,000.00	\$533,000.00	\$189,987.00	12/14/2006	12/14/2006	3/12/2008	3/19/2008	4/9/2008	3/19/2008	4/9/2008	3/19/2008	Approved
2	Cedar Ave. Conduit Repair <i>Approved Copies to:</i>	T&M	0	\$4,731.93	\$28,268.07	\$185,255.07	1/23/2008	1/23/2008	2/28/2008	3/5/2008	3/19/2008	3/19/2008	3/19/2008	3/6/2008	Approved
3	Delete Phone Services <i>Approved Copies to:</i>	L.S	0	(\$13,012.89)	(\$41,280.96)	\$198,267.96	1/23/2008	1/23/2008	2/28/2008	3/5/2008	3/19/2008	3/19/2008	3/19/2008	3/6/2008	Approved
4	Caltrans Added/Pull Boxes and Controller Foundations <i>Approved Copies to:</i>	T&M	0	\$5,924.27	(\$35,356.69)	\$192,343.69	1/23/2008	1/23/2008	2/28/2008	3/5/2008	3/19/2008	3/19/2008	3/19/2008	3/6/2008	Ap[roved
5	9th and Grove Added Conduit <i>Approved Copies to:</i>	T&M	0	\$5,626.99	(\$29,729.70)	\$186,716.70	1/23/2008	1/23/2008	2/28/2008	3/5/2008	3/19/2008	3/19/2008	3/19/2008	3/6/2008	Approved
6	Loma Linda Changes <i>Approved Copies to:</i>	LS	0	\$4,145.05	(\$25,594.65)	\$182,571.65	2/11/2008	2/11/2008	2/28/2008	3/5/2008	3/19/2008	3/19/2008	3/19/2008	3/6/2008	Approved
7	Redlands Changes <i>Approved Copies to:</i>	LS	0	\$8,061.50	(\$17,523.15)	\$174,510.15	2/11/2008	2/11/2008	2/28/2008	3/5/2008	3/19/2008	3/19/2008	3/19/2008	3/6/2008	Approved
8	Redlands Blvd. Cable Replacement <i>Approved Copies to:</i>	T&M	0	\$1,319.45	(\$16,203.70)	\$173,190.70	2/11/2008	2/11/2008	2/28/2008	3/5/2008	3/19/2008	3/19/2008	3/19/2008	3/6/2008	Approved
9	10 FWY at 4th St. Electrical Service Changes and Rewire <i>Approved Copies to:</i>	T&M	0	\$15,349.49	(\$854.21)	\$157,841.21	5/6/2008	5/7/2008	6/6/2008	6/9/2008	6/11/2008	6/11/2008	6/11/2008	6/10/2008	Approved
10	Addd Battery Back-up Cabinets <i>Approved Copies to:</i>	T&M	0	\$9,040.93	\$8,186.72	\$148,800.28	11/10/2008	11/12/2008	11/18/2008	12/2/2008	12/8/2008	12/2/2008	12/8/2008	12/9/2008	Approved
ITEM OVERRUN**															
TOTAL TO DATE >>>>>>															

NOTES:

ITEM No.	\$ Overrun	\$ Balance
		\$ -
		\$ -
		\$ -
		\$ -

ITEM No.	\$ Overrun	\$ Balance
		\$ -
		\$ -
		\$ -
		\$ -

Minute Action

AGENDA ITEM: 4

Date: January 15, 2009

Subject: Major Projects Quarterly Project Status Briefing

Recommendation:* Receive the Major Projects Project Status Briefing.

Background: The Major Projects, Quarterly Project Status Briefing report for the period of October 2008 through December 2008 is a high level summary of relevant project information. SANBAG staff would like to highlight the following for this period.

1. The **I-215 Widening – “Early” (5th Street Bridge)** project which provides a new wider and longer bridge structure was originally scheduled for beneficial use in August 2009. As a result of proactive teamwork, beneficial use of the entire new bridge structure was fully open on November 7, 2008; a full ten months ahead of schedule.
2. The **I-215 North and SR 210 Connectors Projects** were certified for right of way. In addition, the plans, specifications, and estimate package was submitted to Caltrans Office Engineer and approved and has been sent on to Caltrans Headquarters Engineer was preparation for going out to bid in Spring, 2009.

Each quarter the Major Projects, Quarterly Project Status Briefing report will be updated in an effort to provide project status and visibility of SANBAG’s infrastructure investment to the Board.

*

Approved
Major Projects Committee

Date: January 15, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Major Projects Agenda Item
January 15, 2009
Page 2

Financial Impact: No financial impact, information only.

Reviewed By: This item will be reviewed by the Major Projects Committee on January 15, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: January 15, 2009

Subject: Amendment No. 2 to Sole Source Contract No. 03-037 with Terry Haines for Right of Way Consultant Services

Recommendation:* Approve Amendment No. 2 to Sole Source Contract No. 03-037 with Terry Haines for right of way consultant services increasing the not-to-exceed amount by \$150,000, for a total of \$300,000.

Background: This is an amendment to an existing sole source contract. In December 2002, SANBAG entered into contract 03-037 with Mr. Terry Haines for Right of Way acquisition consultant services in the amount of \$75,000 and in September of 2007 the Board approved an additional \$75,000. Mr. Haines was a highly competent and respected member of Caltrans District 8 Right of Way staff until his retirement in 2002. Since then he has worked with SANBAG under this contract to delivery Right of Way certification for a number of projects by reviewing appraisals, participating in acquisition negotiations, and monitoring of the overall acquisition process. All this was possible because of his good relationships and the respect of his Caltrans colleagues. As such Mr. Haines is uniquely qualified to provide right of way consultant services for SANBAG.

Now is a critical time in the acquisition and condemnation process for properties needed for the I-215 widening project through the City of San

*

Approved
Major Projects Committee

Date: January 15, 2008

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Bernardino. This next year will be key to the delivery of Right of Way Certification. The scope of work that Mr. Haines will perform has been expanded to include attending settlement conferences, legal status meetings, interviewing expert witnesses, review of settlement requests, and meeting with designers and property owners. His management, monitoring and involvement in all aspects of the right-of-way process and condemnation litigation assures SANBAG that their interests will be protected.

Not only will Mr. Haines support SANBAG on the I-215 project, his experience will be used for other projects when issues of Right of Way arise.

Financial Impact: This action is consistent with the Fiscal Year Budget 2008/2009. The revenue source is Measure I Valley Major Projects.

Reviewed By: This item will be reviewed by the Major Projects Committee on January 15, 2009. SANBAG Counsel has reviewed and approved this amendment as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. 03-037, Amendment No. 2

By and Between

San Bernardino County Transportation Authority

And

Terry Haines

For

Right of Way Services

THIS AMENDMENT No.2 to CONTRACT 03-037 is entered into this 4th day of February, 2009, by and between San Bernardino Associated Governments, hereafter called the Authority, and Terry Haines, hereafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

Whereas, SANBAG Contract No. 03-037 was entered into between San Bernardino County Transportation Authority (AUTHORITY) and Terry Haines on December 4 2002, for Right of Way Acquisition Services; and,

WHEREAS, additional funds are needed to complete the project;

NOW, THEREFORE, AUTHORITY Contract No. 03-037 is hereby amended as follows:

1. Replace the language contained in Paragraph A.2 of Article 4 Compensation with the following:
“CONTRACTOR shall be paid at the rate of \$100.00 for each hour of service under this Contract. Total compensation under this Contract is limited to a not-to-exceed amount of \$300,000. This shall constitute full compensation to CONTRACTOR”
2. All other provisions and terms of this Contract shall remain the same.

Terry Haines

San Bernardino
County Transportation Authority

By: _____

By: _____
Gary C. Ovitt
President, SANBAG Board of
Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Date: _____

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 6

Date: January 15, 2009

Subject: Construction Cooperative Agreement No. C09-129 with Caltrans for Interstate 215 Segments 1 and 2 in the City of San Bernardino

Recommendation:* Approve Construction Cooperative Agreement No. C09-129 with Caltrans for Interstate 215 Segments 1 and 2 in the City of San Bernardino.

Background: **This is a new cooperative agreement.** SANBAG is the lead agency for the construction of Interstate 215 Segments 1 and 2 in San Bernardino. This is the third project of the major reconstruction and widening of the Interstate 215 project through the City of San Bernardino, extending from just south of Rialto Avenue to just south of Massachusetts Avenue. The project is environmentally cleared through both the Federal Highway Administration and Caltrans. The final design of the project is nearly complete as well and a bid package will be completed by the middle of next year. Staff anticipates execution of the Construction and Maintenance Agreements with the BNSF railroad and Caltrans within the month and Caltrans is currently acquiring the necessary right of way for construction. Construction of the project is funded from a variety of State and Federal funds and Measure I Major projects funds.

This cooperative agreement assigns SANBAG and Caltrans roles and responsibilities for construction management and administration of this construction project. The agreement recognizes that SANBAG will Advertise, Award, and Administer (AAA) a construction contract to reconstruct Interstate 215 Segments 1 and 2. SANBAG is responsible for providing various construction support services including construction management, construction surveying and staking and materials testing at no cost to Caltrans. Caltrans will provide, at no cost to SANBAG, quality assurance activities.

Approved
Major Projects Committee

Date: January 15, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

The procurement of construction management services will be completed through amendments to existing contracts in the next several months. At the March, 2008 Major Projects Committee meeting, an agenda item was brought forward obtaining concurrence in principal on amending the existing contract.

Financial Impact: Item is consistent with current Fiscal Year 2008/2009. Construction funds will be considered as part of the budget in future fiscal years. TN 838

Reviewed By: This item will be reviewed by the Major Projects Committee on January 15, 2009. SANBAG Counsel has reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C09129
by and between
San Bernardino County Transportation Authority
and
California Department of Transportation
for
Cooperative Agreement for I-215 Segments 1 and 2 Construction

FOR ACCOUNTING PURPOSES ONLY												
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>8-1427</u> Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment									
Notes: This is a construction cooperative agreement with Caltrans specifying roles and responsibilities												
Original Contract: \$ <u>0</u> Contingency Amount: \$ <u>0</u>	<table style="width: 100%;"> <tr> <td style="width: 60%;">Previous Amendments Total:</td> <td style="width: 40%;">\$ _____</td> </tr> <tr> <td>Previous Amendments Contingency Total:</td> <td>\$ _____</td> </tr> <tr> <td>Current Amendment:</td> <td>\$ _____</td> </tr> <tr> <td>Current Amendment Contingency:</td> <td>\$ _____</td> </tr> </table>				Previous Amendments Total:	\$ _____	Previous Amendments Contingency Total:	\$ _____	Current Amendment:	\$ _____	Current Amendment Contingency:	\$ _____
Previous Amendments Total:	\$ _____											
Previous Amendments Contingency Total:	\$ _____											
Current Amendment:	\$ _____											
Current Amendment Contingency:	\$ _____											
Contingency Amount requires specific authorization by Task Manager prior to release.												
Contract TOTAL →				\$ <u>0</u>								
↓ Please include funding allocation for the original contract or the amendment.												
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>								
_____	_____	_____	_____	\$ _____								
_____	_____	_____	_____	\$ _____								
_____	_____	_____	_____	\$ _____								
Original Board Approved Contract Date: <u>2/4/09</u> Contract Start: <u>2/4/09</u> Contract End: <u>12/31/14</u> New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____												
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:												
Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) - Unbudgeted Obligation → \$ _____										
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, which Task includes budget authority? <u>838</u> If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No												
CONTRACT MANAGEMENT												
Please mark an "X" next to all that apply:												
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local												
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %												
Task Manager: Garry Cohoe			Contract Manager: Dennis Saylor									
 Task Manager Signature			 Contract Manager Signature									
Date <u>12/29/08</u> Chief Financial Officer Signature			Date <u>1/5/09</u> Date									

08-SBd-215-PM 6.5/8.9
Construct one HOV and
One Fixed Flow Lane
In each direction
From 0.2km S/O Redlands Loop OH
To 0.7 km N/O 16th Street OC
In the City of San Bernardino
EA 0071V1
District Agreement No. 8-1427

CONSTRUCTION COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on _____, 2009, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a public
corporation of the State of California, referred to
herein as "AUTHORITY."

RECITALS

1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within AUTHORITY's jurisdiction.
2. STATE and AUTHORITY intend to construct one high occupancy vehicle lane and one mixed flow lane in each direction and operational improvements on Interstate 215 from 0.2km south of Redlands Loop overhead to 0.7km north of 16th Street overcrossing, referred to herein as "PROJECT."
3. AUTHORITY is responsible for one hundred percent (100%) of all PROJECT construction capital and support costs required for satisfactory completion of PROJECT, including, but not limited to, "State-furnished material" and source inspection costs, except for costs of STATE's Independent Quality Assurance (IQA) and Independent Assurance Testing of PROJECT will be borne by STATE. If it becomes necessary to obtain additional funds to complete PROJECT, these additional funds will be provided by AUTHORITY using available funds at the time. The PROJECT cost estimate is shown on Exhibit A, attached hereto and made a part of this Agreement.

4. STATE will have available its personnel to interpret the PS&E, review and recommend approval of change orders, required shop plans, falsework designs and other working drawings, during construction, that are related to the plan sheets, special provisions and foundation reports prepared and approved by STATE's registered engineers under the terms of Design Agreement 8-965 A/1, executed on September 3, 2008. This work is limited to bridge structures 54-1222, 54-1239F, 54-1240G, and Retaining walls 21L, 126A, 126B, 126C, 127, 128, 129, 22R, 22L, 131, 132, 133, 334, 236, 335, 136, 235, 23R, 23L, 24R, 24L, 237, 242A, 341, 242B, and 137 at the cost invoiced by the STATE to which AUTHORITY will pay one hundred percent (100%) to STATE. No work other than the above stated plan review will be performed unless this agreement is amended to include that additional work.
5. The parties agree that AUTHORITY will prepare the contract documents and advertise, award, and administer the construction contract for PROJECT.
6. Project Approval and Environmental Document were performed and funded by the STATE. Plans, Specifications, and Estimates (PS&E) for PROJECT was covered in a prior Cooperative Agreement executed by STATE and AUTHORITY on February 6, 2002, (District Agreement No. 8-965) and amended on September 3, 2008, (District Agreement No. 8-965 A/1). Right of Way for PROJECT was covered in prior Cooperative Agreements executed by STATE and AUTHORITY on May 22, 2006, (District Agreement No. 8-1306) and Cooperative Agreement executed by STATE and AUTHORITY on May 4, 2004, (District Agreement No. 8-1247), amended on February 2, 2005, (District Agreement No. 8-1247 A/1), and amended August 8, 2006 (District Agreement No. 8-1247 A/2).
7. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
8. The parties now define herein below the terms and conditions under which PROJECT is to be constructed, financed, owned, operated, and maintained.

SECTION I

AUTHORITY AGREES:

1. To be responsible for one hundred percent (100%) of all PROJECT construction capital and support costs required for satisfactory completion of PROJECT, including, but not limited to, "State-furnished material" and source inspection costs, except for costs of STATE's IQA. If it becomes necessary to obtain additional funds to complete PROJECT, these additional funds will be provided by AUTHORITY using available

funds at the time. The PROJECT cost estimate is shown on Exhibit A, attached hereto and made a part of this Agreement.

2. .
3. To pay STATE for providing its personnel to interpret the PS&E, review and recommend approval of change orders, required shop plans, falsework designs and other working drawings, during construction, that are related to the plan sheets, special provisions and foundation reports prepared and approved by STATE's registered engineers under the terms of Design Agreement 8-965 A/1, executed on September 3, 2008, for bridge structures 54-1241, 54-1223, 54-1224, and 54-1225, at the cost invoiced by the STATE. STATE will provide construction support to review specified plan sheets and foundation reports prepared and approved by STATE's registered engineers under the terms of Design Agreement 8-965 A/1, executed on September 3, 2008, for bridge structures 54-1222, 54-1239F, 54-1240G, and Retaining walls 21L, 126A, 126B, 126C, 127, 128, 129, 22R, 22L, 131, 132, 133, 334, 236, 335, 136, 235, 23R, 23L, 24R, 24L, 237, 242A, 341, 242B, and 137 at the cost invoiced by the STATE. No work other than the above stated plan review will be performed unless this agreement is amended to include that additional work. AUTHORITY will pay one hundred percent (100%) for all costs invoiced by STATE. AUTHORITY shall reimburse STATE for all direct and indirect costs incurred for any construction support performed by STATE.
4. All PROJECT work performed by AUTHORITY, or performed on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, concurrence, and/or approval at appropriate stages of development.
5. All PROJECT work, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.
6. To permit STATE to monitor, participate, and oversee the selection of personnel who will provide construction-engineering services for PROJECT. AUTHORITY agrees to consider any request by STATE to avoid a contract award or discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
7. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto SHS right of way to perform required work as more specifically defined elsewhere in this Agreement. AUTHORITY shall also require AUTHORITY's consultants and contractors to make written application to STATE for the same necessary encroachment permits.

8. To submit a written request for any "State-furnished material" identified in the PROJECT PS&E a minimum of forty-five (45) days in advance of the need for such materials. To then pay STATE, within fifteen (15) days of receipt of STATE's billing, the actual cost invoiced for the requested "State-furnished material." AUTHORITY may take delivery of the "State-furnished material" after STATE's receipt of AUTHORITY's payment and at the location directed by STATE.
9. STATE shall perform source inspection as outlined in STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, and Local Agency Structure Representative Guideline. AUTHORITY shall reimburse STATE for all direct and indirect costs incurred for any source inspection performed by STATE.
10. To deposit with STATE within forty-five (45) days of receipt of STATE's billing thereof the amount of said bill, which amount represents the estimated cost of source inspection, as referred to in this Section I of this Agreement.
11. To deposit with STATE within forty-five (45) days of receipt of STATE's billing thereof the amount of said bill, which amount represents the actual cost of construction support services provided by STATE for construction support to review specified plan sheets and foundation reports prepared and approved by STATE's registered engineers under the terms of Design Agreement 8-965 A/1, executed on September 3, 2008, for bridge structures 54-1222, 54-1239F, 54-1240G, and Retaining walls 21L, 126A, 126B, 126C, 127, 128, 129, 22R, 22L, 131, 132, 133, 334, 236, 335, 136, 235, 23R, 23L, 24R, 24L, 237, 242A, 341, 242B, and 137 at the cost invoiced by the STATE.
12. To pay STATE upon completion of all work on PROJECT and within forty-five (45) days of receipt of a detailed statement made upon final accounting of costs therefor, any amount, over and above the aforesaid deposits for State-furnished materials, source inspection, and direct and indirect costs incurred for construction support required to complete AUTHORITY's financial obligations assumed pursuant to this Agreement.
13. To submit a billing for reimbursement of a portion of the expenditures incurred to complete PROJECT work and thereafter to submit continuous billings until PROJECT is completed.

Upon completion of the construction capital and support activities for PROJECT, to furnish STATE with a detailed statement of the total actual costs funded from STATE's STIP-RIP, CMIA, and TCRP funding sources, which were reimbursed to AUTHORITY on a continuous basis.

14. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the Local Agency Public Construction Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by AUTHORITY, and/or performed under encroachment permit, are covered by provisions of the California Labor Code in the same manner as are workers employed by STATE's contractors. The use of any Federal funds

toward PROJECT construction will mandate the inclusion and enforcement of all applicable Federal labor mandates.

15. Construction by AUTHORITY of those portions of PROJECT which lie within the SHS right of way shall not commence until AUTHORITY's contract plans involving such work, the utility relocation plans, and the right of way certification have been reviewed and accepted by STATE and encroachment permits have been issued to AUTHORITY and AUTHORITY's contractor.
16. AUTHORITY's construction contractor shall maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of General Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, that complies with all coverage requirements with Section 7-1.12 of STATE's then effective Standard Specifications. Such policy shall contain an additional insured endorsement naming STATE and its officers, agents, and employees as additional insureds. This insurance coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to AUTHORITY's construction contractor.
17. To require the construction contractor to furnish both a payment and a performance bond, naming AUTHORITY as obligee with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current Standard Specifications prior to performing any PROJECT construction work. AUTHORITY shall defend, indemnify, and hold harmless STATE and its officers, agents, and employees from all claims and suits by stop notice claimants related to the construction of PROJECT.
18. To have PROJECT constructed by contract to the satisfaction of and subject to STATE's acceptance in accordance with the STATE accepted PROJECT PS&E.
19. Contract administration procedures shall conform to STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, Local Agency Structure Representative Guideline, and the PROJECT encroachment permits.
20. Construction within the existing or ultimate SHS right of way shall comply with STATE's Standard Specifications, the PROJECT Special Provisions, and STATE's Construction Manual.
21. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, AUTHORITY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.

The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and

STATE's policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

22. All survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.
23. PROJECT material testing and Quality Control/Assurance shall conform to STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, Local Agency Structure Representative Guideline and STATE's California Test Methods, and shall be performed by a material-tester certified by STATE, at AUTHORITY's expense.
24. To furnish, at AUTHORITY's expense and subject to the approval of STATE, a field site representative who is a licensed civil engineer in the State of California to perform the functions of a Resident Engineer. The Resident Engineer shall not be an employee or subcontractor of the entity, if any, that prepared the PROJECT PS&E or an employee of the construction contractor.
25. At PROJECT's expense, to furnish sufficient qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, structure representative, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of the mandated "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the PROJECT PS&E. Said qualified support staff shall be independent of the design engineering company and construction contractor, except that the PROJECT designer may be retained to check shop drawings, do soils foundation tests, test construction materials, and perform construction surveys.
26. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE with a complete set of "As-Built" plans in accordance with STATE's then current CADD Users Manual, Plans Preparation Manual, and STATE practice. The submittal must also include all STATE requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771). AUTHORITY shall also submit corrected full-sized hardcopy structure plans.
27. To retain or cause to be retained for audit by STATE or other government auditors for a period of four (4) years from the date of final payment under the PROJECT contract, or four (4) years from STATE payment of the final voucher, whichever is longer, all records and accounts relating to PROJECT construction. AUTHORITY shall retain said records and accounts longer for such periods as are required in writing by STATE.
28. Upon completion of PROJECT construction, AUTHORITY will operate and maintain, at AUTHORITY's cost, any part of PROJECT located outside of the existing SHS right of way including AUTHORITY underpasses and overcrossings of then existing SHS right

- of way, until any subsequent acceptance of any part of PROJECT into the SHS by STATE, approval by Federal Highway Administration (FHWA), if required, and conveyance of acceptable title to STATE.
29. If AUTHORITY cannot complete PROJECT as originally scoped, scheduled, and estimated, AUTHORITY will, only with STATE's prior written consent, amend the PROJECT PS&E for a suitable resolution to ensure an alternate form of modified PROJECT that will, at all times, provide a safe and operable SHS.
 30. If AUTHORITY terminates the PROJECT prior to completion, STATE shall require AUTHORITY, at AUTHORITY's expense, to return the SHS right of way to its original condition or to a safe and operable condition acceptable to STATE. If AUTHORITY fails to do so, STATE reserves the right to finish PROJECT or place PROJECT in a safe and operable condition and STATE will bill AUTHORITY for all actual expenses incurred and AUTHORITY agrees to pay said bill within thirty (30) days of receipt.
 31. If cultural, archaeological, paleontological or other protected materials are encountered during PROJECT construction, AUTHORITY shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The costs for any removal or protection of that material shall be covered as a PROJECT cost contemplated by this Agreement.
 32. To provide, at PROJECT capital expense, a Construction Zone Enhancement Enforcement Program (COZEEP) by contracting directly with the California Highway Patrol (CHP) for all traffic restrictions as outlined in STATE's Construction Manual.
 33. Upon completion of PROJECT and all work incidental thereto, to furnish STATE with a detailed statement of the total actual costs of construction for PROJECT, including the costs of any claims related to the construction contract which have been allowed to the construction contractor pursuant to the construction contract administrative claims process or arbitration and all claims-related defense costs incurred by AUTHORITY. AUTHORITY thereafter shall refund to STATE promptly after completion of AUTHORITY's final accounting of costs for PROJECT any amount of STATE's payments remaining after actual costs to be borne by STATE have been deducted or AUTHORITY shall invoice STATE for any additional amounts required to complete STATE's financial obligations assumed pursuant to this Agreement.

SECTION II

STATE AGREES:

1. At no cost to AUTHORITY, to provide IQA to assure that AUTHORITY's PROJECT work is performed in full compliance with the approved PROJECT PS&E and in

accordance with STATE's then effective policies, procedures, standards, and practices. This IQA function includes both the obligation and the authority to reject noncompliant PROJECT work and materials accepted by AUTHORITY, to assure compliance with all provisions of the encroachment permit(s) issued by STATE to AUTHORITY and AUTHORITY's contractor.

2. To provide its personnel to interpret the PS&E, review and recommend approval of change orders, required shop plans, falsework designs and other working drawings, during construction, that are related to the plan sheets, special provisions and foundation reports prepared and approved by STATE's registered engineers under the terms of Design Agreement 8-965 A/1, executed on September 3, 2008, for bridge structures 54-1222, 54-1239F, 54-1240G, and Retaining walls 21L, 126A, 126B, 126C, 127, 128, 129, 22R, 22L, 131, 132, 133, 334, 236, 335, 136, 235, 23R, 23L, 24R, 24L, 237, 242A, 341, 242B, and 137 at the cost invoiced by the STATE. No other work will be performed unless this agreement is amended to include additional work. AUTHORITY will pay one hundred percent (100%) for all costs invoiced by STATE.
3. Upon proper application by AUTHORITY and by AUTHORITY's contractor, to issue, at no cost to AUTHORITY and AUTHORITY's contractor, the necessary encroachment permits for required work within the SHS right of way as more specifically defined elsewhere in this Agreement.
4. To provide, at AUTHORITY's cost, any "State-furnished material" as shown on the PROJECT PS&E as determined by STATE to be appropriate and available during construction of PROJECT. Upon receipt of AUTHORITY's request for any such "State-furnished materials," STATE will order those materials and STATE's Project Manager will have an invoice submitted to AUTHORITY for the costs of those materials. Upon receipt of those materials and AUTHORITY's payment, STATE will make those "State-furnished materials" available to AUTHORITY at a STATE designated site.
5. Independent assurance testing, specialty testing, and approval of the type of asphalt and concrete plants shall be by STATE, at STATE's expense.
6. To submit an invoice to AUTHORITY for the estimated direct and indirect cost of source inspection, pursuant to Section I of this Agreement, prior to start of PROJECT construction and upon receipt of said estimate from STATE's representative.
7. To submit an invoice to AUTHORITY for the actual cost of construction support to review specified plan sheets and foundation reports prepared and approved by STATE's registered engineers under the terms of Design Agreement 8-965 A/1, executed on September 3, 2008, for bridge structures 54-1222, 54-1239F, 54-1240G, and Retaining walls 21L, 126A, 126B, 126C, 127, 128, 129, 22R, 22L, 131, 132, 133, 334, 236, 335, 136, 235, 23R, 23L, 24R, 24L, 237, 242A, 341, 242B, and 137 at the cost invoiced by the STATE.

8. To deposit with AUTHORITY within twenty-five (25) days of receipt of AUTHORITY's billing, which figure represents the actual costs of a portion of construction capital and support expenditures, to be paid from STATE's STIP/RIP, CMIA, and TCRP funding sources, for that month, and to continue making such deposits on a monthly basis until completion of construction capital and support activities for PROJECT .
9. Upon completion of PROJECT and all work incidental thereto, to furnish AUTHORITY with a detailed statement of the State-furnished materials and source inspection costs to be borne by AUTHORITY. To thereafter refund to AUTHORITY, promptly after completion of STATE's final accounting of said PROJECT costs, any amount of AUTHORITY's deposits, required in Section I of this agreement, remaining after actual State-furnished materials and source inspection costs to be borne by AUTHORITY have been deducted or to bill AUTHORITY for any additional amount required to complete AUTHORITY's financial obligations assumed pursuant to this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE and AUTHORITY under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the CTC.
2. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT construction phase administered by AUTHORITY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by AUTHORITY conform with then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify and recheck any work performed by AUTHORITY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA except, as otherwise noted in this agreement, shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and AUTHORITY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.
3. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be a PROJECT cost.

4. AUTHORITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or environmental approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
5. All parties to this Agreement acknowledge that they are responsible to meet the requirements of Government Code Section 8879.20 et al. (Proposition 1B legislation), the Governor's Executive Order 2007-S-02-07, the California Transportation Commission (CTC) Program Guidelines for the CMIA Program, and the PROJECT Scope, Cost, Schedule and Benefit Baseline Data amended agreement (BASELINE AMENDED AGREEMENT) as shown in Exhibit B, attached and made a part of this Agreement. PROJECT Bond Funds as identified in this Agreement shall not exceed funding stated in the BASELINE AGREEMENT. Any change to any other funding commitment in this PROJECT requires a BASELINE AGREEMENT amendment prior to amending this Agreement.
6. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), environmental commitments and/or environmental approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
7. If, during performance of PROJECT construction, new information is obtained which requires additional environmental documentation to comply with the California Environmental Quality Act (CEQA) and if applicable, the National Environmental Policy Act (NEPA), this Agreement will be amended to include completion of those additional tasks.
8. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
9. During PROJECT construction, representatives of AUTHORITY and STATE will cooperate and consult with each other to assure that all PROJECT work is accomplished according to the PROJECT PS&E and STATE's then applicable policies, procedures, standards, and practices. Satisfaction of these requirements shall be verified by STATE's IQA representatives who are authorized to enter AUTHORITY's property during construction for the purpose of monitoring and coordinating construction activities.
10. PROJECT PS&E changes shall only be implemented by contract change orders that have been reviewed and concurred with by STATE's representative(s). All changes affecting

public safety or public convenience, all design and specification changes, and all major changes as defined in STATE's Construction Manual shall be approved by STATE in advance of performing that work. Unless otherwise directed by STATE's representative, change orders authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans.

11. AUTHORITY shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through AUTHORITY's claims process. STATE's representative will be made available to AUTHORITY to provide advice and technical input in any claims process.
12. In the event that STATE proposes and/or requires a change in design standards, implementation of those new or revised design standards shall be done in accordance with STATE's Highway Design Manual, Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding the effect of proposed and/or required PROJECT changes.
13. The party that discovers hazardous materials (HM) will immediately notify the other party(ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

14. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

AUTHORITY, independent of PROJECT, is responsible for any HM-1 found outside existing SHS right of way. AUTHORITY will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

15. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost related to HM-2 is a PROJECT construction cost.

16. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.

17. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
18. STATE, in exercising its authority under section 591 of the Vehicle Code, has included all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code as applicable to the PROJECT areas open to public traffic. AUTHORITY shall take all necessary precautions for safe operation of AUTHORITY's vehicles, the construction contractor's equipment and vehicles and/or vehicles of personnel retained by AUTHORITY to assure the protection of the traveling public and STATE employees from injury and damage from such vehicles or equipment.
19. Upon PROJECT completion and acceptance, subject to the approval of STATE, AUTHORITY will operate and maintain all PROJECT facilities at its own cost until a Maintenance Agreement is executed or an existing agreement, if any, is amended to incorporate the maintenance of these new PROJECT facilities located on the SHS.
20. Upon PROJECT completion, subject to the approval of STATE, STATE will operate and maintain traffic signals, signs and safety lighting (collectively "Electrical Facilities"), as defined by a future amendment to existing Agreement #SBD-36-5011, entered into effective on May 14, 2008, that details the shared funding responsibilities of the parties for operation, maintenance and energy costs related to said Electrical Facilities. Maintenance is broadly deemed to include all necessary routine maintenance, repairs, modifications and replacements.
21. Upon satisfactory completion of all PROJECT work under this Agreement, as determined by STATE, actual ownership and title to materials, equipment, and appurtenances installed within the operating SHS right of way for SHS operations will be vested in STATE, and materials, equipment, and appurtenances installed for non-SHS operations both inside (overcrossings and underpasses for local traffic) and outside of the SHS right of way will automatically be deemed to be under the control of AUTHORITY or an appropriate third party as determined by AUTHORITY.
22. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
23. Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY or arising under this Agreement. It is understood and agreed that, AUTHORITY will fully defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual,

inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.

24. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction conferred upon STATE or arising under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless AUTHORITY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
25. Prior to the commencement of any construction activity within the SHS right of way, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.
26. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
27. This Agreement shall terminate upon the satisfactory completion of all post-PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on June 30, 2014, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction-related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related claims are settled, dismissed or paid.

SIGNATURES ARE ON THE FOLLOWING SINGLE PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

WILL KEMPTON
Director

By: _____
RAYMOND W. WOLFE, PhD
District Director

By: _____
GARY C. OVITT,
President

APPROVED AS TO FORM AND
PROCEDURE:

Attest: _____
VICKI WATSON
Board Secretary

By: _____
Attorney,
Department of Transportation

By: _____
JEAN-RENE BASLE
AUTHORITY's Counsel

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: _____
Accounting Administrator

EXHIBIT A

Add Sup & Cap	Local Program Funds		Local Program Funds		Local Program Funds		Local Program Funds		Local Program Funds		Local Program Funds		State Funds		State Funds		State Funds		Local Funds	
	Federal %	Match %	Federal %	Match %	Federal %	Match %	Federal %	Match %	Federal %	Match %	Federal %	Match %	Federal %	Match %	Fund Type	Fund Type	Fund Type	Fund Type	Fund Type	Fund Type
CON																				
Sup																				
Cap																				
Total																				
CON	1,934,978	463,745	10,310,000	2,577,500	13,253,000	1,717,067	36,932,000	4,784,932	22,870,000	2,963,051	11,980,000	1,552,136	14,470,564	120,604,000	6,917,000					
Sup																				
Cap																				
Total	1,934,978	463,745	10,310,000	2,577,500	13,253,000	1,717,067	36,932,000	4,784,932	22,870,000	2,963,051	11,980,000	1,552,136	14,470,564	120,604,000	6,917,000					

EXHIBIT B

**CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
PROJECT SCOPE, COST, SCHEDULE, AND BENEFIT BASELINE DATA**

County:	San Bernardino	Route:	215	PPNO:	0247P
Project Title:	I-215 North Segments 1 & 2 -HOV and Mixed Flow Lane Addition				


We acknowledge the baseline amendment as identified on the attached project program request sheets as the current approved for project monitoring by the California Transportation Commission and its Corridor Mobility Improvement Account Project Delivery Council. We certify that funding sources cited are committed and expected to be available; the estimated costs represent full project funding, and the description of benefits is the best estimate possible.



Name: Deborah Barnack Date
Title: Executive Director
Agency: San Bernardino Associated Governments

 8/20/08

Will Kempton Date
Director
California Department of Transportation

 8/21/08

John F. Barna, Jr. Date
Executive Director
California Transportation Commission

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT							
Project Fact Sheet							
Lead Agency: San Bernardino Associated Governments (SANBAG)					Fact Sheet Date: 04/30/08		
Contact Person:	Dorothy Barnack, Executive Director/Garry Cohoe, Director of Freeway Construction						
Phone Number:	(951) 884-8276			Fax Number:	(951) 885-1407		
Email Address:	dbarnack@sanbag.ca.gov/cochoe@sanbag.ca.gov						
Project Information:							
County	Caltrans District	PPNO *	EA *	Region/MPQ/ TIP ID*	Route / Corridor *	Post Mile Back *	Post Mile Ahead *
SBd	8	0247P	0074V	00713	215	6.5	8.5
* NOTE: PPNO & EA assigned by Caltrans. Region/MPQ/TIP ID assigned by RTP/MPQ. Route/Corridor & Post Mile Back/Ahead used for State Highway System							
Legislative Districts		Senate: 32, 31		Congressional: 42			
		Assembly: 62, 63					
Implementing Agency (by component)				PS&E: SANBAG			
RW: Caltrans				CON: SANBAG			
Project Title		I-215 North Segments 1 & 2 - HOV and Mixed Flow Lane Addition					
Location - Project Limits - Description and Scope of Work (Provide a project location map on a separate sheet and attach to this form) On I-215 in San Bernardino - construct HOV lanes, mixed flow lanes and auxiliary lanes. Segment 1 is from south Rialto Avenue to south of 9th Street. Segment 2 from south of 9th Street to south of Massachusetts Avenue. The corridor project is included in the 2004 SCAG RTP as a Baseline Project. Will provide consumers more housing and transportation choices by supporting the corridor management strategy of increasing alternative modes of transportation - buses on the freeway, car and vanpools, access to Metrolink and access to transit centers. Will reduce dependency on single occupant vehicle trips by adding HOV Lanes on I-215. Will address recurrent peak period congestion at lane drops that narrow the freeway. Addresses non-standard on and off-ramps that are currently accessed from the inside lane.							
Description of Major Project Benefits							
Daily Vehicle Hours of Delay Saved		15,636 Hrs.					
Daily Peak Hour Person-Minutes Saved		1,141,440 Min.					
Other: Will foster increased car and van-pooling by developing an HOV facility, provides a foundation for developing and expanding the district's HOV system, alleviates operational issues caused by lane drops, will better meet driver expectations by eliminating non-standard on and off-ramp design. Off ramp reconfiguration will balance access and foster economic development within the corridor.							
Corridor System Management Plan							Month/Year
Lead Agency:							Caltrans
Plan Adoption Date:							Jun-08
Plan Implementation Date:							Sep-08
Expected Source(s) of Additional Funding if the Current Funding Plan Proves Insufficient: N/A							
Project Delivery Baseline (Milestones)							Month/Year
Begin Environmental Phase (PA&ED)							1/1/02
Draft Environmental Document Milestone Document Type:							0/1/06
Draft Project Report Milestone							6/1/02
End Environmental Phase (PA&ED Milestone)							12/1/05
Begin Design Phase							1/1/01
End Design Phase (Plans, Specifications, and Estimates Milestone)							6/15/00
Begin Right-of-Way							1/1/01
End Right-of-Way (Right-of-way Certification Milestone)							Cert 3W 4/1/06
Begin Construction Phase							9/15/09
End Construction Phase (Construction Contract Acceptance Milestone)							9/15/13
Begin Closeout Phase							9/15/13
End Closeout Phase (Closeout Report Milestone)							9/15/16

NOTE The CTC Corridor Mobility Improvement Account (CMIA) Program Guidelines should have been read and understood prior to preparation of the CMIA Fact Sheet. The CTC CMIA Guidelines and a template of this Project Fact Sheet are available at: <http://www.net.ca.gov/transport/ctc> and at: <http://www.ctc.ca.gov>

California Transportation Commission

1



2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 04/28/08

County	CT.District	PPNO	TCRP Project No.	EA
SBD	8	0247P	57	0071V
Project Title: Interstate 215 North Segments 1 & 2				

Existing Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)	818							818	Caltrans
PS&E	26,792							26,792	San Bernardino Associated
RAW SUP (CT)	3,444							3,444	
CON SUP (CT)									
RAW	62,748							62,748	Caltrans
CON		314,482						314,482	San Bernardino Associated
TOTAL	93,800	314,482						408,282	
Proposed Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)	818							818	
PS&E	26,792							26,792	
RAW SUP (CT)	3,444	6,646						10,090	
CON SUP (CT)									
RAW	62,748	34,157						96,905	
CON		269,482						269,482	
TOTAL	93,800	330,285						424,085	

Fund No. 1: State Bond - Corridor Mobility Program (CMA)									Program Code
Existing Funding									20:XX:721,000
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									Caltrans
PS&E									
RAW SUP (CT)									
CON SUP (CT)									
RAW									
CON		49,120						49,120	
TOTAL		49,120						49,120	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
RAW SUP (CT)									
CON SUP (CT)									
RAW									
CON		49,120						49,120	
TOTAL		49,120						49,120	

Fund No. 2: RIP - State Cash (ST-CASH)									Program Code
Existing Funding									20:XX:075,600
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)	677							677	Caltrans
PS&E	10,442							10,442	
RAW SUP (CT)	3,444							3,444	
CON SUP (CT)									
RAW	24,705							24,705	
CON									
TOTAL	39,268							39,268	
Proposed Funding									Notes
E&P (PA&ED)	677							677	Transferred \$25M from
PS&E	10,442							10,442	construction capital savings
RAW SUP (CT)	3,444	6,646						10,090	to r/w capital. New RIP
CON SUP (CT)									funds required for current
RAW	24,705	25,000						49,705	expenditures that exceed
CON									current programmed
TOTAL	39,268	31,646						70,914	amount plus estimated

Form Version Date: 10/1/07

1 of 4



2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 04/28/08

County	CT District	PPND	TCRP Project No.	EA
SBD	8	0247P	57	0071V
Project Title: Interstate 215 North Segments 1 & 2				

Fund No. 3: RIP - State Cash (ST-CASH)		Existing Funding							Program Code
									20.XX.075.600
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									San Bernardino Associated Govern
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		162,900						162,900	
TOTAL		162,900						162,900	
		Proposed Funding							Notes
E&P (PA&ED)									Transferred \$25 M construction capital savings to r/w capital.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		137,900						137,900	
TOTAL		137,900						137,900	

Fund No. 4: TCRP (Committed) - Traffic Congestion Relief Fund (TCRF)		Existing Funding							Program Code
									20.XX.710.670
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									Caltrans
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		5,517						5,517	
TOTAL		5,517						5,517	
		Proposed Funding							Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		5,517						5,517	
TOTAL		5,517						5,517	

Fund No. 5: Demo - High Priority Projects Program (DEMO-ST)		Existing Funding							Program Code
									20.30.010.680
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	4,800							4,800	
CON		2,724						2,724	
TOTAL	4,800	2,724						7,524	
		Proposed Funding							Notes
E&P (PA&ED)									Fund Type = PNRS
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	2,899							2,899	
CON		9,061						9,061	
TOTAL	2,899	9,061						11,960	

Form Version Date: 10/1/07

2 of 4



2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 04/28/08

County	CT District	PPNO	TCRP Project No.	EA
SBD	8	0247P	57	0071V
Project Title: Interstate 215 North Segments 1 & 2				

Fund No. 6: Demo - Demonstration - TEA21 (DEMOT21)									Program Code
Existing Funding									20.30.010.660
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		2,063						2,063	
TOTAL		2,063						2,063	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		2,063						2,063	
TOTAL		2,063						2,063	

Fund No. 7: CMAQ - Congestion Mitigation (CMAQ)									Program Code
Existing Funding									20.30.010.820
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W		28,359						28,359	
CON		38,897						38,897	
TOTAL		28,359	38,897					67,256	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W		28,359						28,359	
CON		37,917						37,917	
TOTAL		28,359	37,917					66,276	

Fund No. 8: RSTP - STP Local (STPL)									Program Code
Existing Funding									20.30.010.810
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		47,118						47,118	
TOTAL		47,118						47,118	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		47,118						47,118	
TOTAL		47,118						47,118	

Form Version Date: 10/1/07

3 of 4



2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 04/26/08

County	CT District	RPNO	TCRP Project No.	EA
SBD	8	0247P	57	0071V
Project Title: Interstate 215 North Segments 1 & 2				

Fund No. 9: Loc Funds - SBD Co Measure 1 (XSBD)										Program Code
Existing Funding										LOCAL FUNDS
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total		Funding Agency
E&P (PA&ED)	139							139		San Bernardino Associated Govern
PS&E	16,350							16,350		
R/W SUP (CT)										
CON SUP (CT)										
R/W	4,884							4,884		
CON		6,143						6,143		
TOTAL	21,373	6,143						27,516		
Proposed Funding										Notes
E&P (PA&ED)	139							139		
PS&E	16,350							16,350		
R/W SUP (CT)										
CON SUP (CT)										
R/W	5,805	3,157						14,962		
CON		786						786		
TOTAL	22,294	9,943						32,237		

Fund No. 10:										Program Code
Existing Funding										LOCAL FUNDS
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total		Funding Agency
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										
Proposed Funding										Notes
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										

Fund No. 11:										Program Code
Existing Funding										LOCAL FUNDS
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total		Funding Agency
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										
Proposed Funding										Notes
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										

Form Version Date: 10/1/07

4 of 4

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: January 15, 2009

Subject: Construction Cooperative Agreement No. C09116 with Caltrans for the combined Connectors Project on SR-210 Segment 11 and Interstate 215 Segment 5 Project

Recommendation:* Approve Construction Cooperative Agreement No. C09116 with Caltrans for the combined Connectors Project on SR-210 Segment 11 and I-215 Segment 5 Project.

Background: **This is a new cooperative agreement.** Caltrans is acting as the lead agency for the purposes of construction of Segment 5 of Interstate 215 from north of 16th Street to SR-210 through the City of San Bernardino and the new connectors from SR 210 to I-215, the final phase of the SR 210 Segment 11 project. These two projects are being administered as one construction project. The construction project is environmentally cleared through both the Federal Highway Administration and Caltrans. The final Plans, Specifications, and Estimates package is nearing 100% completion and is expected to be advertised in mid 2009. Construction of the project is fully funded from State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds and State's Corridor Mobility Improvement Account (CMIA) funds.

This cooperative agreement which is generally an administrative document in nature and is Caltrans "boilerplate" for construction projects, assigns SANBAG and Caltrans roles and responsibilities for construction management and administration of this construction project. There is one substantial difference between this Agreement and many past construction agreements where Caltrans served as lead agency and that is that SANBAG will play a stronger financial management role than in the past. This agreement requires Caltrans to provide

Approved
Major Projects Committee

Date: January 15, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

detailed monthly accounting of both construction and construction support costs and involves SANBAG in the financial management decisions related to the various sources of funds on the project. Generally, the agreement recognizes that Caltrans will perform all aspects of Advertising, Awarding, and Administering (AAA) of a construction contract for Interstate 215 Segment 5 and the Connectors project for the SR 210/I-215 interchange. Caltrans is responsible for providing various construction support services including construction management, construction surveying and staking, inspection, and materials testing.

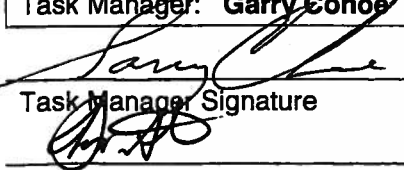
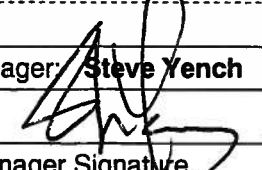

Financial Impact: This item is consistent with the current Fiscal Year 2008/2009 budget. Construction funds will be considered as part of the budget in future fiscal years. TN 838.

Reviewed By: This item will be reviewed by the Major Projects Committee on January 15, 2009. SANBAG Counsel has reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C09116
by and between
San Bernardino County Transportation Authority
and
California Department of Transportation
for

Construction Cooperative Agreement for I-215 Segment 5 and SR 210 Connectors

FOR ACCOUNTING PURPOSES ONLY				
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>8-1422</u> Vendor ID _____	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes: This is a construction cooperative agreement with Caltrans specifying roles and responsibilities				
Original Contract: \$ _____ Contingency Amount: \$ _____	Previous Amendments Total: \$ _____ Previous Amendments Contingency Total: \$ _____ Current Amendment: \$ _____ Current Amendment Contingency: \$ _____ Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →				\$ <u>0</u>
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>2/4/09</u> Contract Start: <u>2/4/09</u> Contract End: <u>12/31/15</u>				
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) - Unbudgeted Obligation →		\$ _____
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>838</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes ____ %				
Task Manager: <u>Garry Cohoe</u>			Contract Manager: <u>Steve Yench</u>	
 Task Manager Signature			 Contract Manager Signature	
<u>12/29/08</u> Date			<u>30 Dec 08</u> Date	
 Chief Financial Officer Signature			<u>1/5/09</u> Date	

08-SBd-215-PM 6.5/8.9
Construct one HOV and
One Fixed Flow Lane
In each direction
From 0.2km S/O Redlands Loop OH
To 0.7 km N/O 16th Street OC
In the City of San Bernardino
EA 0071V1
District Agreement No. 8-1427

CONSTRUCTION COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on _____, 2009, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a public
corporation of the State of California, referred to
herein as "AUTHORITY."

RECITALS

1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within AUTHORITY's jurisdiction.
2. STATE and AUTHORITY intend to construct one high occupancy vehicle lane and one mixed flow lane in each direction and operational improvements on Interstate 215 from 0.2km south of Redlands Loop overhead to 0.7km north of 16th Street overcrossing, referred to herein as "PROJECT."
3. AUTHORITY is responsible for one hundred percent (100%) of all PROJECT construction capital and support costs required for satisfactory completion of PROJECT, including, but not limited to, "State-furnished material" and source inspection costs, except for costs of STATE's Independent Quality Assurance (IQA) and Independent Assurance Testing of PROJECT will be borne by STATE. If it becomes necessary to obtain additional funds to complete PROJECT, these additional funds will be provided by AUTHORITY using local funds.

4. AUTHORITY is responsible for funding PROJECT costs for construction capital outlay using Federal Demonstration funds in the estimated amount of \$1,934,978 and STATE's matching Corridor Mobility Improvement Account (CMIA) funds in the estimated amount of \$483,745; Project of National and Regional Significance funds in the estimated amount of \$10,310,000 and matching CMIA funds in the estimated amount of \$2,577,500; Congestion Mitigation and Air Quality (CMAQ) funds in the estimated amount of \$13,253,000 and matching CMIA funds in the estimated amount of \$1,717,067; CMAQ Advanced Construction (AC) funds in the estimated amount of \$36,932,000 and CMIA funds in the estimated amount of \$4,784,932; STATE's Surface Transportation Program (STP) AC funds in the estimated amount of \$22,870,000 and matching CMIA funds in the estimated amount of \$2,963,051; STP funds in the estimated amount of \$11,980,000 and matching CMIA funds in the estimated amount of \$1,552,136; CMIA funds in the estimated amount of \$14,470,564; State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds in the estimated amount of \$120,604,000; and Traffic Congestion Relief Program funds in the estimated amount of \$6,917,000 are shown on Exhibit A and made a part of this agreement.
5. AUTHORITY is responsible for funding PROJECT costs for construction support using CMIA funds in the estimated amount of \$20,539,000; STIP/RIP funds in the estimated amount of \$17,296,000; and Local Measure I funds in the estimated amount of \$786,000. The PROJECT construction capital and construction support costs are shown on Exhibit A, attached hereto and made a part of this Agreement.
6. PROJECT is included in Government Code section 14556.40 (a) (59) as a project to be funded in the amount of \$6,917,000, using TCRP funds.
7. The California Transportation Commission (CTC) approved the application for PROJECT submitted by AUTHORITY for the corridor in the amount of \$25,000,000 at its June 2006 meeting and directed STATE to allocate to AUTHORITY the TCRP funds for the I-215 corridor. The estimated remaining balance of these funds which are to be used for the PROJECT are \$6,917,000.
8. The CTC programmed the STIP/RIP funds at its May 2008 meeting and directed the funds to be allocated for the PROJECT's construction capital in the amount of \$120,604,000 and construction support in the amount of \$17,296,000.
9. The CTC approved the allocation of CMIA funds for PROJECT at its July 2008 meeting and directed STATE to allocate to AUTHORITY the CMIA funds in the amount of \$28,581,000 to be expended on the construction capital and \$20,539,000 to be expended for construction support for PROJECT.
10. STATE will have available its personnel to interpret the PS&E, review and recommend approval of change orders, required shop plans, falsework designs and other working drawings, during construction, that are related to the plan sheets, special provisions and foundation reports prepared and approved by STATE's registered engineers under the

terms of Design Agreement 8-965 A/1, executed on September 3, 2008. This work is limited to bridge structures 54-1222, 54-1239F, 54-1240G, and Retaining walls 21L, 126A, 126B, 126C, 127, 128, 129, 22R, 22L, 131, 132, 133, 334, 236, 335, 136, 235, 23R, 23L, 24R, 24L, 237, 242A, 341, 242B, and 137 at the cost invoiced by the STATE to which AUTHORITY will pay one hundred percent (100%) to STATE. No work other than the above stated plan review will be performed unless this agreement is amended to include that additional work.

11. The parties agree that AUTHORITY will prepare the contract documents and advertise, award, and administer the construction contract for PROJECT.
12. Project Approval and Environmental Document were performed and funded by the STATE. Plans, Specifications, and Estimates (PS&E) for PROJECT was covered in a prior Cooperative Agreement executed by STATE and AUTHORITY on February 6, 2002, (District Agreement No. 8-965) and amended on September 3, 2008, (District Agreement No. 8-965 A/1). Right of Way for PROJECT was covered in prior Cooperative Agreements executed by STATE and AUTHORITY on May 22, 2006, (District Agreement No. 8-1306) and Cooperative Agreement executed by STATE and AUTHORITY on May 4, 2004, (District Agreement No. 8-1247), amended on February 2, 2005, (District Agreement No. 8-1247 A/1), and amended August 8, 2006 (District Agreement No. 8-1247 A/2).
13. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
14. The parties now define herein below the terms and conditions under which PROJECT is to be constructed, financed, owned, operated, and maintained.

SECTION I

AUTHORITY AGREES:

1. To be responsible for one hundred percent (100%) of all PROJECT construction capital and support costs required for satisfactory completion of PROJECT, including, but not limited to, "State-furnished material" and source inspection costs, except for costs of STATE's IQA. If it becomes necessary to obtain additional funds to complete PROJECT, these additional funds will be provided by AUTHORITY using local funds.
2. To be responsible for funding PROJECT costs for construction capital outlay using Federal Demonstration funds in the estimated amount of \$1,934,978 and STATE's matching Corridor Mobility Improvement Account (CMIA) funds in the estimated amount of \$515,750; Project of National and Regional Significance funds in the estimated amount \$10,310,000 and matching CMIA funds in the estimated amount of \$2,577,500; Congestion Mitigation and Air Quality (CMAQ) funds in the estimated

amount of \$13,253,000 and matching CMIA funds in the estimated amount of \$1,717,067; CMAQ Advanced Construction (AC) funds in the estimated amount of \$36,932,000 and CMIA funds in the estimated amount of \$4,784,932; STATE's Surface Transportation Program (STP) AC funds in the amount of \$22,870,000 and matching CMIA funds in the estimated amount of \$2,963,051; STP funds in the estimated amount of \$11,980,000 and matching CMIA funds in the estimated amount of \$1,552,136; CMIA funds in the estimated amount of \$14,470,564; State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds in the estimated amount of \$120,604,000; and Traffic Congestion Relief Program funds in the estimated amount of \$6,917,000.

3. To be responsible for funding PROJECT costs for construction support using CMIA funds in the estimated amount of \$20,539,000; STIP/RIP funds in the estimated amount of \$17,296,000; and Local Measure I funds in the estimated amount of \$786,000. The PROJECT construction capital and construction support costs are shown on Exhibit A, attached hereto and made a part of this Agreement.
4. To pay STATE for providing its personnel to interpret the PS&E, review and recommend approval of change orders, required shop plans, falsework designs and other working drawings, during construction, that are related to the plan sheets, special provisions and foundation reports prepared and approved by STATE's registered engineers under the terms of Design Agreement 8-965 A/1, executed on September 3, 2008, for bridge structures 54-1241, 54-1223, 54-1224, and 54-1225, at the cost invoiced by the STATE. STATE will provide construction support to review specified plan sheets and foundation reports prepared and approved by STATE's registered engineers under the terms of Design Agreement 8-965 A/1, executed on September 3, 2008, for bridge structures 54-1222, 54-1239F, 54-1240G, and Retaining walls 21L, 126A, 126B, 126C, 127, 128, 129, 22R, 22L, 131, 132, 133, 334, 236, 335, 136, 235, 23R, 23L, 24R, 24L, 237, 242A, 341, 242B, and 137 at the cost invoiced by the STATE. No work other than the above stated plan review will be performed unless this agreement is amended to include that additional work. AUTHORITY will pay one hundred percent (100%) for all costs invoiced by STATE. AUTHORITY shall reimburse STATE for all direct and indirect costs incurred for any construction support performed by STATE.
5. All PROJECT work performed by AUTHORITY, or performed on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, concurrence, and/or approval at appropriate stages of development.
6. All PROJECT work, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.

7. To permit STATE to monitor, participate, and oversee the selection of personnel who will provide construction-engineering services for PROJECT. AUTHORITY agrees to consider any request by STATE to avoid a contract award or discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
8. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto SHS right of way to perform required work as more specifically defined elsewhere in this Agreement. AUTHORITY shall also require AUTHORITY's consultants and contractors to make written application to STATE for the same necessary encroachment permits.
9. To submit a written request for any "State-furnished material" identified in the PROJECT PS&E a minimum of forty-five (45) days in advance of the need for such materials. To then pay STATE, within fifteen (15) days of receipt of STATE's billing, the actual cost invoiced for the requested "State-furnished material." AUTHORITY may take delivery of the "State-furnished material" after STATE's receipt of AUTHORITY's payment and at the location directed by STATE.
10. STATE shall perform source inspection as outlined in STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, and Local Agency Structure Representative Guideline. AUTHORITY shall reimburse STATE for all direct and indirect costs incurred for any source inspection performed by STATE.
11. To deposit with STATE within forty-five (45) days of receipt of STATE's billing thereof the amount of said bill, which amount represents the estimated cost of source inspection, as referred to in this Section I of this Agreement.
12. To deposit with STATE within forty-five (45) days of receipt of STATE's billing thereof the amount of said bill, which amount represents the actual cost of construction support services provided by STATE for construction support to review specified plan sheets and foundation reports prepared and approved by STATE's registered engineers under the terms of Design Agreement 8-965 A/1, executed on September 3, 2008, for bridge structures 54-1222, 54-1239F, 54-1240G, and Retaining walls 21L, 126A, 126B, 126C, 127, 128, 129, 22R, 22L, 131, 132, 133, 334, 236, 335, 136, 235, 23R, 23L, 24R, 24L, 237, 242A, 341, 242B, and 137 at the cost invoiced by the STATE.
13. To pay STATE upon completion of all work on PROJECT and within forty-five (45) days of receipt of a detailed statement made upon final accounting of costs therefore, any amount, over and above the aforesaid deposits for State-furnished materials and source inspection, required to complete AUTHORITY's financial obligations assumed pursuant to this Agreement.
14. To submit a billing for reimbursement of a portion of the expenditures incurred to complete PROJECT work and thereafter to submit continuous billings until PROJECT is completed. .

15. Upon completion of the construction capital and support activities for PROJECT, to furnish STATE with a detailed statement of the total actual costs funded from STATE's STIP-RIP, CMIA, and TCRP funding sources, which were reimbursed to AUTHORITY on a continuous basis. Total anticipated PROJECT costs, to be paid from STATE's STIP/RIP, CMIA, TCRP funding sources, is estimated to be the amount of \$193,937,000.
16. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the Local Agency Public Construction Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by AUTHORITY, and/or performed under encroachment permit, are covered by provisions of the California Labor Code in the same manner as are workers employed by STATE's contractors. The use of any Federal funds toward PROJECT construction will mandate the inclusion and enforcement of all applicable Federal labor mandates.
17. Construction by AUTHORITY of those portions of PROJECT which lie within the SHS right of way shall not commence until AUTHORITY's contract plans involving such work, the utility relocation plans, and the right of way certification have been reviewed and accepted by STATE and encroachment permits have been issued to AUTHORITY and AUTHORITY's contractor.
18. AUTHORITY's construction contractor shall maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of General Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, that complies with all coverage requirements with Section 7-1.12 of STATE's then effective Standard Specifications. Such policy shall contain an additional insured endorsement naming STATE and its officers, agents, and employees as additional insured's. This insurance coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to AUTHORITY's construction contractor.
19. To require the construction contractor to furnish both a payment and a performance bond, naming AUTHORITY as obligee with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current Standard Specifications prior to performing any PROJECT construction work. AUTHORITY shall defend, indemnify, and hold harmless STATE and its officers, agents, and employees from all claims and suits by stop notice claimants related to the construction of PROJECT.
20. To have PROJECT constructed by contract to the satisfaction of and subject to STATE's acceptance in accordance with the STATE accepted PROJECT PS&E.
21. Contract administration procedures shall conform to STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, Local Agency Structure Representative Guideline, and the PROJECT encroachment permits.

22. Construction within the existing or ultimate SHS right of way shall comply with STATE's Standard Specifications, the PROJECT Special Provisions, and STATE's Construction Manual.
23. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, AUTHORITY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.

The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.
24. All survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.
25. PROJECT material testing and Quality Control/Assurance shall conform to STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, Local Agency Structure Representative Guideline and STATE's California Test Methods, and shall be performed by a material-tester certified by STATE, at AUTHORITY's expense.
26. To furnish, at AUTHORITY's expense and subject to the approval of STATE, a field site representative who is a licensed civil engineer in the State of California to perform the functions of a Resident Engineer. The Resident Engineer shall not be an employee or subcontractor of the entity, if any, that prepared the PROJECT PS&E or an employee of the construction contractor.
27. At PROJECT's expense, to furnish sufficient qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, structure representative, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of the mandated "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the PROJECT PS&E. Said qualified support staff shall be independent of the design engineering company and construction contractor, except that the PROJECT designer may be retained to check shop drawings, do soils foundation tests, test construction materials, and perform construction surveys.
28. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE with a complete set of "As-Built" plans in accordance with STATE's then current CADD Users Manual, Plans Preparation Manual, and STATE practice. The submittal must also include all STATE requested contract records, including survey documents and Records of Surveys (to include

monument perpetuation per the Land Surveyor Act, section 8771). AUTHORITY shall also submit corrected full-sized hardcopy structure plans.

29. To retain or cause to be retained for audit by STATE or other government auditors for a period of four (4) years from the date of final payment under the PROJECT contract, or four (4) years from STATE payment of the final voucher, whichever is longer, all records and accounts relating to PROJECT construction. AUTHORITY shall retain said records and accounts longer for such periods as are required in writing by STATE.
30. Upon completion of PROJECT construction, AUTHORITY will operate and maintain, at AUTHORITY's cost, any part of PROJECT located outside of the existing SHS right of way including AUTHORITY underpasses and overcrossings of then existing SHS right of way, until any subsequent acceptance of any part of PROJECT into the SHS by STATE, approval by Federal Highway Administration (FHWA), if required, and conveyance of acceptable title to STATE.
31. If AUTHORITY cannot complete PROJECT as originally scoped, scheduled, and estimated, AUTHORITY will, only with STATE's prior written consent, amend the PROJECT PS&E for a suitable resolution to ensure an alternate form of modified PROJECT that will, at all times, provide a safe and operable SHS.
32. If AUTHORITY terminates the PROJECT prior to completion, STATE shall require AUTHORITY, at AUTHORITY's expense, to return the SHS right of way to its original condition or to a safe and operable condition acceptable to STATE. If AUTHORITY fails to do so, STATE reserves the right to finish PROJECT or place PROJECT in a safe and operable condition and STATE will bill AUTHORITY for all actual expenses incurred and AUTHORITY agrees to pay said bill within thirty (30) days of receipt.
33. If cultural, archaeological, paleontological or other protected materials are encountered during PROJECT construction, AUTHORITY shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The costs for any removal or protection of that material shall be covered as a PROJECT cost contemplated by this Agreement.
34. To provide a Construction Zone Enhancement Enforcement Program (COZEEP) by contracting directly with the California Highway Patrol (CHP) for all traffic restrictions as outlined in STATE's Construction Manual.
35. Upon completion of PROJECT and all work incidental thereto, to furnish STATE with a detailed statement of the total actual costs of construction for PROJECT, including the costs of any claims related to the construction contract which have been allowed to the construction contractor pursuant to the construction contract administrative claims process or arbitration and all claims-related defense costs incurred by AUTHORITY. AUTHORITY thereafter shall refund to STATE promptly after completion of AUTHORITY's final accounting of costs for PROJECT any amount of STATE's

payments remaining after actual costs to be borne by STATE have been deducted or AUTHORITY shall invoice STATE for any additional amounts required to complete STATE's financial obligations assumed pursuant to this Agreement.

SECTION II

STATE AGREES:

1. At no cost to AUTHORITY, to provide IQA to assure that AUTHORITY's PROJECT work is performed in full compliance with the approved PROJECT PS&E and in accordance with STATE's then effective policies, procedures, standards, and practices. This IQA function includes both the obligation and the authority to reject noncompliant PROJECT work and materials accepted by AUTHORITY, to order any actions needed for public safety or the preservation of property on the SHS, and to assure compliance with all provisions of the encroachment permit(s) issued by STATE to AUTHORITY and AUTHORITY's contractor.
2. To provide its personnel to interpret the PS&E, review and recommend approval of change orders, required shop plans, falsework designs and other working drawings, during construction, that are related to the plan sheets, special provisions and foundation reports prepared and approved by STATE's registered engineers under the terms of Design Agreement 8-965 A/1, executed on September 3, 2008, for bridge structures 54-1222, 54-1239F, 54-1240G, and Retaining walls 21L, 126A, 126B, 126C, 127, 128, 129, 22R, 22L, 131, 132, 133, 334, 236, 335, 136, 235, 23R, 23L, 24R, 24L, 237, 242A, 341, 242B, and 137 at the cost invoiced by the STATE. No other work will be performed unless this agreement is amended to include additional work. AUTHORITY will pay one hundred percent (100%) for all costs invoiced by STATE.
3. Upon proper application by AUTHORITY and by AUTHORITY's contractor, to issue, at no cost to AUTHORITY and AUTHORITY's contractor, the necessary encroachment permits for required work within the SHS right of way as more specifically defined elsewhere in this Agreement.
4. To provide, at AUTHORITY's cost, any "State-furnished material" as shown on the PROJECT PS&E as determined by STATE to be appropriate and available during construction of PROJECT. Upon receipt of AUTHORITY's request for any such "State-furnished materials," STATE will order those materials and STATE's Project Manager will have an invoice submitted to AUTHORITY for the costs of those materials. Upon receipt of those materials and AUTHORITY's payment, STATE will make those "State-furnished materials" available to AUTHORITY at a STATE designated site.
5. Independent assurance testing, specialty testing, and approval of the type of asphalt and concrete plants shall be by STATE, at STATE's expense.

6. To submit an invoice to AUTHORITY for the estimated direct and indirect cost of source inspection, pursuant to Section I of this Agreement, prior to start of PROJECT construction and upon receipt of said estimate from STATE's representative.
7. To submit an invoice to AUTHORITY for the actual cost of construction support to review specified plan sheets and foundation reports prepared and approved by STATE's registered engineers under the terms of Design Agreement 8-965 A/1, executed on September 3, 2008, for bridge structures 54-1222, 54-1239F, 54-1240G, and Retaining walls 21L, 126A, 126B, 126C, 127, 128, 129, 22R, 22L, 131, 132, 133, 334, 236, 335, 136, 235, 23R, 23L, 24R, 24L, 237, 242A, 341, 242B, and 137 at the cost invoiced by the STATE.
8. To deposit with AUTHORITY within twenty-five (25) days of receipt of billing therefore, which figure represents the actual costs of a portion of construction capital and support, to be funded from STATE's STIP/RIP, CMIA, and TCRP funding sources required for PROJECT. Total anticipated PROJECT costs, to be paid from STATE's STIP/RIP, CMIA, TCRP funding sources, is estimated to be the amount of \$193,937,000.
9. To deposit with AUTHORITY not later than ten (10) working days upon receipt of AUTHORITY's continuous billing, for a portion of the actual expenditures, to be paid from STATE's STIP/RIP, CMIA, and TCRP funding sources, for that month, and to continue making such deposits on a monthly basis until completion of construction capital and support activities for PROJECT.
10. Upon completion of PROJECT and all work incidental thereto, to furnish AUTHORITY with a detailed statement of the State-furnished materials and source inspection costs to be borne by AUTHORITY. To thereafter refund to AUTHORITY, promptly after completion of STATE's final accounting of said PROJECT costs, any amount of AUTHORITY's deposits, required in Section I of this agreement, remaining after actual State-furnished materials and source inspection costs to be borne by AUTHORITY have been deducted or to bill AUTHORITY for any additional amount required to complete AUTHORITY's financial obligations assumed pursuant to this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE and AUTHORITY under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the CTC.
2. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT construction phase administered by AUTHORITY. This guidance includes

prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by AUTHORITY conform with then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify and recheck any work performed by AUTHORITY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA except, as otherwise noted in this agreement, shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and AUTHORITY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.

3. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be a PROJECT cost.
4. AUTHORITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or environmental approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
5. All parties to this Agreement acknowledge that they are responsible to meet the requirements of Government Code Section 8879.20 et al. (Proposition 1B legislation), the Governor's Executive Order 2007-S-02-07, the California Transportation Commission (CTC) Program Guidelines for the CMIA Program, and the PROJECT Scope, Cost, Schedule and Benefit Baseline Data amended agreement (BASELINE AMENDED AGREEMENT) as shown in Exhibit B, attached and made a part of this Agreement. PROJECT Bond Funds as identified in this Agreement shall not exceed funding stated in the BASELINE AGREEMENT. Any change to any other funding commitment in this PROJECT requires a BASELINE AGREEMENT amendment prior to amending this Agreement.
6. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), environmental commitments and/or environmental approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
7. If, during performance of PROJECT construction, new information is obtained which requires additional environmental documentation to comply with the California Environmental Quality Act (CEQA) and if applicable, the National Environmental Policy Act (NEPA), this Agreement will be amended to include completion of those additional tasks.

8. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
9. During PROJECT construction, representatives of AUTHORITY and STATE will cooperate and consult with each other to assure that all PROJECT work is accomplished according to the PROJECT PS&E and STATE's then applicable policies, procedures, standards, and practices. Satisfaction of these requirements shall be verified by STATE's IQA representatives who are authorized to enter AUTHORITY's property during construction for the purpose of monitoring and coordinating construction activities.
10. PROJECT PS&E changes shall only be implemented by contract change orders that have been reviewed and concurred with by STATE's representative(s). All changes affecting public safety or public convenience, all design and specification changes, and all major changes as defined in STATE's Construction Manual shall be approved by STATE in advance of performing that work. Unless otherwise directed by STATE's representative, change orders authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans.
11. AUTHORITY shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through AUTHORITY's claims process. STATE's representative will be made available to AUTHORITY to provide advice and technical input in any claims process.
12. In the event that STATE proposes and/or requires a change in design standards, implementation of those new or revised design standards shall be done in accordance with STATE's Highway Design Manual, Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding the effect of proposed and/or required PROJECT changes.
13. The party that discovers hazardous materials (HM) will immediately notify the other party(ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

14. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

AUTHORITY, independent of PROJECT, is responsible for any HM-1 found outside existing SHS right of way. AUTHORITY will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

15. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost related to HM-2 is a PROJECT construction cost.

16. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
17. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
18. STATE, in exercising its authority under section 591 of the Vehicle Code, has included all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code as applicable to the PROJECT areas open to public traffic. AUTHORITY shall take all necessary precautions for safe operation of AUTHORITY's vehicles, the construction contractor's equipment and vehicles and/or vehicles of personnel retained by AUTHORITY to assure the protection of the traveling public and STATE employees from injury and damage from such vehicles or equipment.
19. Upon PROJECT completion and acceptance, subject to the approval of STATE, AUTHORITY will operate and maintain all PROJECT facilities at its own cost until a Maintenance Agreement is executed or an existing agreement, if any, is amended to incorporate the maintenance of these new PROJECT facilities located on the SHS.
20. Upon PROJECT completion, subject to the approval of STATE, STATE will operate and maintain traffic signals, signs and safety lighting (collectively "Electrical Facilities"), as defined by a future amendment to existing Agreement #SBD-36-5011, entered into effective on May 14, 2008, that details the shared funding responsibilities of the parties for operation, maintenance and energy costs related to said Electrical Facilities. Maintenance is broadly deemed to include all necessary routine maintenance, repairs, modifications and replacements.
21. Upon satisfactory completion of all PROJECT work under this Agreement, as determined by STATE, actual ownership and title to materials, equipment, and appurtenances installed within the operating SHS right of way for SHS operations will be vested in STATE, and materials, equipment, and appurtenances installed for non-SHS operations

both inside (overcrossings and underpasses for local traffic) and outside of the SHS right of way will automatically be deemed to be under the control of AUTHORITY or an appropriate third party as determined by AUTHORITY.

22. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
23. Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY or arising under this Agreement. It is understood and agreed that, AUTHORITY will fully defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
24. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction conferred upon STATE or arising under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless AUTHORITY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
25. Prior to the commencement of any construction activity within the SHS right of way, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.
26. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
27. This Agreement shall terminate upon the satisfactory completion of all post-PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on June 30, 2014, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction-related or other claims arising out of PROJECT be asserted against one of the parties, the

parties agree to extend the fixed termination date of this Agreement, until such time as the construction related claims are settled, dismissed or paid.

SIGNATURES ARE ON THE FOLLOWING SINGLE PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director

By: _____
RAYMOND W. WOLFE, PhD
District Director

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: _____
Accounting Administrator

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
GARY C. OVITT
President

Attest: _____
VICKI WATSON
Board Secretary

By: _____
JEAN-RENE BASLE
AUTHORITY's Counsel

EXHIBIT A


[illegible]


EXHIBIT B

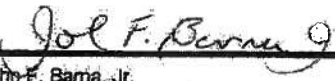
**CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
PROJECT SCOPE, COST, SCHEDULE, AND BENEFIT BASELINE DATA**

County:	San Bernardino	Route:	215	PPNO:	0247P
Project Title:	I-215 North Segments 1&2 -HOV and Mixed Flow Lane Addition				

We acknowledge the baseline amendment as identified on the attached project program request sheets as the current approved for project monitoring by the California Transportation Commission and its Corridor Mobility Improvement Account Project Delivery Council. We certify that funding sources cited are committed and expected to be available; the estimated costs represent full project funding, and the description of benefits is the best estimate possible.

 5-1-08
 Name: Deborah Barmack Date
 Title: Executive Director
 Agency: San Bernardino Associated Governments

 8/20/08
 Will Kempton Date
 Director
 California Department of Transportation

 5/21/08
 John F. Barria, Jr. Date
 Executive Director
 California Transportation Commission

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT							
Project Fact Sheet							
Lead Agency: San Bernardino Associated Governments (SANBAG)					Fact Sheet Date: 04/30/08		
Contact Person	Deborah Barrack, Executive Director/Gary Cohoe, Director of Freeway Construction						
Phone Number	(909) 884-8276			Fax Number	(909) 885-4407		
Email Address	dbarrack@sanbag.ca.gov/cochoe@sanbag.ca.gov						
Project Information:							
County	Caltrans District	PPNO *	EA *	Region/MPO/ TIP ID *	Route / Corridor *	Post Mile Back *	Post Mile Ahead *
SBd	8	0247P	0071V	0071G	215	6.5	8.9
* NOTE: PPNO & EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTP/MPO. Route/Corridor & Post Mile Back/Ahead used for State Highway System.							
Legislative Districts	Senate: 32, 31			Congressional: 42			
	Assembly: 62, 63						
Implementing Agency (by component)	ELP (PA&ED): Caltrans			PS&E: SANBAG			
	R/W: Caltrans			CON: SANBAG			
Project Title	I-215 North Segments 1 & 2 - HOV and Mixed Flow Lane Addition						
<p>Location - Project Limits - Description and Scope of Work. (Provide a project location map on a separate sheet and attach to this form.)</p> <p>On I-215 in San Bernardino - construct HOV lanes, mixed flow lanes and auxiliary lanes. Segment 1 is from south Rialto Avenue to south of 9th Street. Segment 2 from south of 9th Street to south of Massachusetts Avenue. The corridor project is included in the 2004 SCAG RTP as a Baseline Project.</p> <p>Will provide consumers more housing and transportation choices by supporting the corridor management strategy of increasing alternative modes of transportation - buses on the freeway, car and vanpools, access to Metrolink and access to transit centers.</p> <p>Will reduce dependency on single occupant vehicle trips by adding HOV Lanes on I-215.</p> <p>Will address recurrent peak period congestion at lane drops that narrow the freeway. Addresses non-standard on and off-ramps that are currently accessed from the inside lane.</p>							
Description of Major Project Benefits							
Daily Vehicle Hours of Delay Saved	15,636 Hrs.						
Daily Peak Hour Person-Minutes Saved	1,141,440 Min.						
<p>Other: Will foster increased car and van-pooling by developing an HOV facility, provides a foundation for developing and expanding the district's HOV system, alleviates operational issues caused by lane drops, will better meet driver expectations by eliminating non-standard on and off-ramp design. Off ramp reconfiguration will balance access and foster economic development within the corridor.</p>							
Corridor System Management Plan							Month/Year
Lead Agency:							Caltrans
Plan Adoption Date:							Jun-08
Plan Implementation Date:							Sep-08
Expected Source(s) of Additional Funding if the Current Funding Plan Proves Insufficient:							
N/A							
Project Delivery Baseline (Milestones)							Month/Year
Begin Environmental Phase (PA&ED)							1/1/02
Draft Environmental Document Milestone Document Type:							8/1/05
Draft Project Report Milestone							8/1/02
End Environmental Phase (PA&ED Milestone)							12/1/05
Begin Design Phase							3/1/01
End Design Phase (Plans, Specifications, and Estimates Milestone)							8/15/00
Begin Right-of-Way							1/1/01
End Right-of-Way (Right-of-way Certification Milestone)							4/1/06
Begin Construction Phase							9/15/09
End Construction Phase (Construction Contract Acceptance Milestone)							9/15/13
Begin Closeout Phase							9/15/13
End Closeout Phase (Closeout Report Milestone)							9/15/16

NOTE: The CTC Corridor Mobility Improvement Account (CMA) Program Guidelines should have been read and understood prior to completion of the CMA Fact Sheet. The CTC CMA Guidelines and a template of this Project Fact Sheet are available at: <http://www.ctc.gov/ctcmapggyr> and at: <http://www.ctc.ca.gov>

California Transportation Commission

1



2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 04/28/08

County	CT District	PPNG	TCRP Project No.	EA
SBD	9	0247P	57	0071V
Project Title: Interstate 215 North Segments 1 & 2				

Existing Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)	818							818	Caltrans
PS&E	26,792							26,792	San Bernardino Associated
R/W SUP (CT)	3,444							3,444	
CON SUP (CT)									
R/W	62,748							62,748	Caltrans
CON		314,482						314,482	San Bernardino Associated
TOTAL	93,800	314,482						408,282	
Proposed Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)	818							818	
PS&E	26,792							26,792	
R/W SUP (CT)	3,444	5,648						10,090	
CON SUP (CT)									
R/W	62,748	54,157						116,905	
CON		288,482						288,482	
TOTAL	93,800	350,287						444,087	

Fund No. 1:	State Bond - Corridor Mobility Program (CMA)								Program Code
	Existing Funding								2030C721.000
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									Caltrans
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		49,120						49,120	
TOTAL		49,120						49,120	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		49,120						49,120	
TOTAL		49,120						49,120	

Fund No. 2:	RIP - State Cash (ST-CASH)								Program Code
	Existing Funding								2030C075.600
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)	677							677	Caltrans
PS&E	10,442							10,442	
R/W SUP (CT)	3,444							3,444	
CON SUP (CT)									
R/W	24,705							24,705	
CON									
TOTAL	39,268							39,268	
Proposed Funding									Notes
E&P (PA&ED)	677							677	Transferred \$25M from construction capital savings to r/w capital. New RIP funds required for current expenditures that exceed current programmed amount plus estimated
PS&E	10,442							10,442	
R/W SUP (CT)	3,444	6,546						10,090	
CON SUP (CT)									
R/W	24,705	25,000						49,705	
CON									
TOTAL	39,268	31,846						70,814	

Form Version Date: 10/1/07

1 of 4

2008 Project Programming Request

(Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 04/28/08

County	CT District	PPHS	TCRP Project No.	EA
SBD	8	0247P	57	0071V
Project Title: Interstate 215 North Segments 1 & 2				

Fund No. 3: (RIP - State Cash (ST-CASH))								Program Code	
Existing Funding								20,XX,075,600	
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									San Bernardino Associated Govern
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		162,900						162,900	
TOTAL		162,900						162,900	
Proposed Funding								Notes	
E&P (PA&ED)									Transferred \$25 M construction capital savings to r/w capital.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		137,900						137,900	
TOTAL		137,900						137,900	

Fund No. 4: TCRP (Committed) - Traffic Congestion Relief Fund (TCRF)									Program Code	
Existing Funding									203CX.710,870	
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency	
EAP (PASED)									Caltrans	
PS&E										
RAW SUP (CT)										
CON SUP (CT)										
RAW										
CON		6,517						6,517		
TOTAL		6,517						6,517		
Proposed Funding									Notes	
EAP (PASED)										
PS&E										
RAW SUP (CT)										
CON SUP (CT)										
RAW										
CON		6,517						6,517		
TOTAL		6,517						6,517		

Fund No. 5: Demo - High Priority Projects Program (DEMO-ST)								Program Code	
Existing Funding								20,50,010,880	
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14*	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	4,800							4,800	
CON		2,724						2,724	
TOTAL	4,800	2,724						7,524	
Proposed Funding								Notes:	
E&P (PA&ED)									Fund Type = PNRS
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	2,899							2,899	
CON		9,061						9,061	
TOTAL	2,899	9,061						11,960	

Form Version Date: 10/1/07

2 of 4



2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 04/29/08

County	CT District	PPNO	TCRP Project No.	EA
SBD	8	0247P	57	0071V
Project Title: Interstate 215 North Segments 1 & 2				

Fund No. 6:		Demo - Demonstration - TEA21 (DEMOT21)							Program Code
		Existing Funding							20,30,010,580
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		2,063						2,063	
TOTAL		2,063						2,063	
		Proposed Funding							Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		2,063						2,063	
TOTAL		2,063						2,063	

Fund No. 7:		CMAQ - Congestion Mitigation (CMAQ)							Program Code
		Existing Funding							20,30,010,820
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	28,359							28,359	
CON		38,897						38,897	
TOTAL	28,359	38,897						67,256	
		Proposed Funding							Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	28,359							28,359	
CON		37,917						37,917	
TOTAL	28,359	37,917						67,256	

Fund No. 8:		RSTP - STP Local (STPL)							Program Code
		Existing Funding							20,30,010,810
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		47,118						47,118	
TOTAL		47,118						47,118	
		Proposed Funding							Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		47,118						47,118	
TOTAL		47,118						47,118	

Form Version Date: 10/1/07

3 of 4



2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 04/26/08

County	CT District	PPNO	TCRP Project No.	EA
SBD	6	0247P	57	DOT IV
Project Title: Interstate 215 North Segments 1 & 2				

Fund No. 9:	Loc Funds - SBD Co Measure 1 (XSBD)								Program Code
Existing Funding									LOCAL FUNDS
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)	139							139	San Bernardino Associated Gover
PS&E	16,350							16,350	
R/W SUP (CT)									
CON SUP (CT)									
R/W	4,884							4,884	
CON		6,143						6,143	
TOTAL	21,373	6,143						27,516	
Proposed Funding									Notes
E&P (PA&ED)	139							139	
PS&E	16,350							16,350	
R/W SUP (CT)									
CON SUP (CT)									
R/W	5,805	9,137						14,942	
CON		788						788	
TOTAL	22,294	9,943						32,237	

Fund No. 10:										Program Code	
Existing Funding											
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency		
E&P (PA&ED)											
PS&E											
R/W SUP (CT)											
CON SUP (CT)											
R/W											
CON											
TOTAL											
Proposed Funding										Notes	
E&P (PA&ED)											
PS&E											
RAW SUP (CT)											
CON SUP (CT)											
R/W											
CON											
TOTAL											

Fund No. 11:										Program Code	
Existing Funding											
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency		
E&P (PA&ED)											
PS&E											
R/W SUP (CT)											
CON SUP (CT)											
R/W											
CON											
TOTAL											
Proposed Funding										Notes	
E&P (PA&ED)											
PS&E											
R/W SUP (CT)											
CON SUP (CT)											
R/W											
CON											
TOTAL											

Form Version Date: 10/1/07

4 of 4

Minute Action

AGENDA ITEM: 8

Date: January 15, 2009

Subject: I-215 Bi-County High Occupancy Vehicle (HOV) Gap Closure Project

- Recommendation:***
- 1) Priority to Commit Funds to the I-215 Bi-County HOV Gap Closure Project
 - 2) Approve Budget Amendment to include a new Task (TN 839, I-215 Bi-County HOV Gap Closure Project)
 - 3) Approve Cooperative Agreement No. C09145 with RCTC for preparation of Project Approval and Environmental Document (PA&ED) for the I-215 Bi-County HOV Gap Closure Project

Background: In the development of the Strategic Plan for the Measure I 2010-2040 it was recognized that some innovative means would need to be employed to deliver all the projects included in the Measure within the current revenue projections. One of the innovative means was to include a down scoped project for I-215 between Riverside County Line to Orange Show Road in the near term, followed with the ultimate improvements late in the Measure. The down scoped project will add a HOV lane in each direction mostly within the existing right-of-way. The improvements extend to the I-215/SR-91/SR-60 junction in Riverside County. The proposed HOV improvements will eliminate the HOV lane gap between the improvements to be constructed shortly in the cities of Riverside and San Bernardino. To accomplish this within existing right-of-way, reduced standards are required.

*

Approved
Major Projects Committee

Date: January 15, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

A conceptual layout of the HOV improvements has been prepared and the major reduced standard features for the corridor have been identified. The preliminary total cost estimate for the project is \$167,463,209, with \$131,743,306 being SANBAG's share. Caltrans and FHWA have given conceptual approval of the improvements with the understanding that SANBAG and RCTC demonstrate that they will give this project a priority to receive the necessary funds with the intent to deliver the project by 2014 to maximize the useful life of the improvements. Our preliminary schedule shows that the improvements can be delivered in 2014. Since construction of the HOV improvements is all predicated on obtaining environmental clearance, Caltrans and FHWA are not requesting a formal funding commitment such as a Cooperative Agreement, but Board action stating that funding for this project will be a priority.

Also, in consort with RCTC, staff recommends SANBAG and RCTC enter into a Cooperative Agreement to establish a bi-county partnership and to proceed with sharing costs and project development responsibilities for the PA&ED phase of the subject project, as detailed in the attached Agreement. RCTC anticipates the Cooperative Agreement will be submitted for consideration and approval at their February 2009 Commission meeting.

It is recommended the existing bi-county Cooperative Agreement between the two agencies remain in place as the interchange improvements at the Washington Street and Barton Road are connected to this agreement. Also, RCTC is requesting that studies on the ultimate improvements be continued to allow for the completion of a Project Study Report.

The funding for this new task will come from the existing I-215 project (TN 830) as the scope of this project will be substantially reduced. The transaction will be accomplished by Administrative Budget Amendment, with no overall impact to the Freeway Construction Program. The estimated cost to complete the PA&ED phase is \$6,120,000, with SANBAG's share being \$4,814,604 and RCTC's share being \$1,305,396.

The existing engineering and environmental contracts for the bi-county projects will need to be amended to include the PA&ED scope of work for the subject project. These contract amendments and any other necessary agreements for the project will be submitted to the Major Projects Committee and Board at a future date for review and approval.

Financial Impact: 1) Approval of Item 1 has no financial impact at this time.

- 2) Approval of Item 2 amends the adopted Fiscal Year Budget 2008/2009 to include a new Task, TN 839, I-215 Bi County HOV Gap Closure Project. The new Task will be funded from existing funds within the Freeway Construction Program; therefore, there is no overall financial impact.
- 3) Approval of Item 3 is consistent with the adopted Fiscal Year Budget 2008/2009, as amended, contingent on the approval of Item 2.

Reviewed By: This item will be reviewed by the Major Projects Committee on January 15, 2009. SANABG Counsel has reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C09145

by and between

San Bernardino County Transportation Authority

and

Riverside County Transportation Commission

for the

Preparation of Project Approval and Environmental Documents

For the I-215 Bi County HOV Gap Closure Project

FOR ACCOUNTING PURPOSES ONLY				
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable	Vendor Contract # <u>TBD</u> Vendor ID <u>RCTC</u>	Retention: <input type="checkbox"/> Yes ____% <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>1,305,396</u> Contingency Amount: \$ <u>0</u>		Previous Amendments Total: \$ <u>0</u> Previous Amendments Contingency Total: \$ <u>0</u> Current Amendment: \$ <u>0</u> Current Amendment Contingency: \$ <u>0</u>		
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>1,305,396</u>
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>839</u>	<u>5554</u>	<u>RCTC</u>	<u>09145</u>	<u>\$ 1,305,396</u>
Original Board Approved Contract Date: <u>2/4/09</u>		Contract Start: <u>2/4/09</u>		Contract End: <u>12/31/11</u>
New Amend. Approval (Board) Date: _____		Amend. Start: _____		Amend. End: _____
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>426,600</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>878,796</u>	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>839</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input checked="" type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes ____%				
Task Manager: Garry Cohoe			Contract Manager: Gilbert Betancourt	

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

COOPERATIVE AGREEMENT NO. C09145
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
FOR THE
PREPARATION OF PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENTS
FOR THE
I-215 BI COUNTY HOV GAP CLOSURE PROJECT

This Agreement is made and entered into on the _____ day of _____ 2009, by and between San Bernardino County Transportation Authority, hereinafter referred to as "AUTHORITY" and the Riverside County Transportation Commission, hereinafter referred to as "COMMISSION", and sometimes collectively hereinafter referred to as "PARTIES". This agreement defines the roles and responsibilities of AUTHORITY and COMMISSION for the preparation of Project Approval and Environmental Documents, hereinafter referred to as "PA&ED", for the I-215 Bi County HOV Gap Closure Project between the I-215/SR-60/SR-91 and I-215/Orange Show Road Interchanges in the counties of San Bernardino and Riverside, hereinafter referred to as the "PROJECT".

WITNESSETH

WHEREAS, the scope of the PROJECT is to construct an HOV lane in each direction by reconstructing the inside and outside shoulders and restriping the lanes resulting in no inside shoulder, one 11 foot HOV lane with no buffer, two 11 foot mixed flow lanes, one 12 foot outside mixed flow lane, and a varying width outside shoulder in each direction, as illustrated in **Figure 1 – I-215 Bi County HOV Gap Closure Project: Typical Cross Section; and**

WHEREAS, the COMMISSION and AUTHORITY mutually agree AUTHORITY shall be the lead agency on the PROJECT for the PA&ED phase of the project; and

WHEREAS, AUTHORITY and COMMISSION desire to cooperate in the PROJECT.

NOW, THEREFORE, AUTHORITY and COMMISSION agree to the following:

SECTION I Financial Responsibilities

- a) The total PROJECT cost is estimated at \$167,463,209. This estimate includes Construction, R/W Capital, and Project Support costs.

- b) The Project Study Report (PSR)/Project Report (PR)/Environmental Document (ED) phase of the PROJECT is estimated to cost \$6,120,000 and is the monetary obligation amount of this Agreement. The remaining \$161,343,209 is a future obligation subject to change and will be part of an independent, separate agreement.
- c) All costs incurred in the preparation of the PSR/PR and ED shall be borne 78.67% by AUTHORITY and 21.33% by COMMISSION, regardless of what the ultimate project cost within each county may be.
- d) COMMISSION agrees to reimburse AUTHORITY for its share of cost estimated at one million three hundred five thousand three hundred ninety-six (\$1,305,396) as detailed in **Table 1 – I-215 Bi County HOV Gap Closure Project Cost Estimate and Cost Share Breakdown Between AUTHORITY and COMMISSION.**
- e) AUTHORITY agrees its share of cost is estimated at four million eight hundred fourteen thousand six hundred four (\$4,814,604) as detailed in **Table 1 – I-215 Bi County HOV Gap Closure Project Cost Estimate and Cost Share Breakdown Between AUTHORITY and COMMISSION.**
- f) The cost estimate (refer to Table 1) is an “estimate” to be used for budgetary and planning purposes and it is understood that there is a potential for cost increases or decreases.
- g) The monetary obligation identified in this agreement and agreed to by AUTHORITY and the COMMISSION is a not to exceed obligation and neither AUTHORITY nor the COMMISSION may exceed this obligation unless both PARTIES obtain the necessary budget amendment authorization from their respective governing bodies.
- h) AUTHORITY and COMMISSION shall be responsible for their own administrative and management costs.
- i) AUTHORITY shall bear the burden of contract administration.
- j) AUTHORITY and COMMISSION agree to independently develop their funding plan for their share of PROJECT costs, execute funding agreements, and secure funds.

SECTION II Project Management/Administration

- a) AUTHORITY shall serve as the lead agency on the PROJECT with responsibility to enter into a Cooperative Agreement with Caltrans for the PA&ED phase of the project.
- b) Caltrans is the PROJECT approving agency. The PROJECT shall be approved by Caltrans, including all PROJECT submittals.

- c) AUTHORITY shall render project management services and provide engineering support services utilizing AUTHORITY's available staff which will be supplemented with consultants that are specifically procured for the PROJECT.
- d) AUTHORITY shall procure the necessary professional services to complete the PA&ED phase of the PROJECT.
- e) COMMISSION shall designate a Project Manager to represent COMMISSION, and AUTHORITY shall designate a Project Manager to represent AUTHORITY through whom all communications between the two agencies shall be channeled.
- f) AUTHORITY agrees to permit COMMISSION to monitor and participate in the procurement of professional services required for the PROJECT.
- g) AUTHORITY, prior to commencing work on PROJECT, shall provide the COMMISSION with a proposed project schedule to complete the PROJECT.
- h) AUTHORITY shall coordinate and conduct project development team meetings on a monthly basis to provide the COMMISSION with a PROJECT update that includes schedule updates, cost updates, scope updates, status of action items, and status of issues/concerns.
- i) COMMISSION agrees its Project Manager shall be responsible for preparing COMMISSION staff reports for COMMISSION council consideration.
- j) AUTHORITY shall provide PROJECT submittals to the COMMISSION at appropriate stages of PROJECT development for review and comment.
- k) COMMISSION's Project Manager shall be responsible for distributing PROJECT submittals for review and comment by the COMMISSION.
- l) COMMISSION's Project Manager shall transmit all review comments to AUTHORITY within 10 working days after the submittal is received by the COMMISSION. If comments are not provided by the 10th working day, AUTHORITY will deem the submittals reviewed by COMMISSION and shall notify the COMMISSION of its intention to move forward with PROJECT execution. The COMMISSION agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT related submittals requiring COMMISSION review and comment.
- m) AUTHORITY shall bill the COMMISSION on a monthly basis for reimbursement on PROJECT expenditures. The bill to the COMMISSION shall contain copies of invoices paid by AUTHORITY and the invoices shall contain supporting documentation for expenditures associated with labor, other direct costs, and subconsultants.

- n) COMMISSION agrees to pay AUTHORITY's invoice within 30 days of receipt of invoice.

SECTION III PA&ED

- a) The scope of this Agreement strictly applies to the work necessary for the PA&ED phase of the PROJECT. Any work beyond what is necessary for PA&ED of the PROJECT shall be part of an independent, separate agreement between the PARTIES and the terms and conditions of this Agreement shall not apply.
- b) AUTHORITY shall be the lead project manager for the PA&ED phase of the PROJECT.
- c) AUTHORITY shall prepare a combined PSR/PR and ED in accordance with Caltrans Project Development Procedures Manual (PDPM) and Standard Environmental Reference (SER). The PSR/PR and ED shall be submitted to the COMMISSION for COMMISSION's review and concurrence at appropriate stages of development.
- d) AUTHORITY shall prepare Geometric Approval Drawings (GADs) and the corresponding Mandatory and Advisory Fact Sheets for the approved PROJECT. The GADs and Fact Sheets shall be submitted to the COMMISSION for review and concurrence at appropriate stages of development.
- e) AUTHORITY and COMMISSION agree the deliverables for the PA&ED phase of the PROJECT are as follows:
 - i) Combined PSR/PR
 - ii) Environmental Document
 - iii) Geometric Approval Drawings
 - iv) Mandatory Fact Sheets
 - v) Advisory Fact Sheets
- f) AUTHORITY agrees to have the PA&ED documents and drawings of civil, structural, mechanical, electrical, architectural, or other engineering features of PROJECT prepared by or under the direction of engineers or architects registered and licensed in the applicable professional field in the State of California. Any engineering reports, and each sheet of plans and specifications for PROJECT shall bear the professional seal, certificate number, registration classification, expiration date certificate, and signature of the professional engineer responsible for their preparation.
- g) In the event that AUTHORITY, in the process of environmental or design investigative studies, discovers hazardous material sites on existing and proposed Caltrans right of way and the Federal, State, or local agency having jurisdiction over those hazardous material sites orders the remediation of that contaminated site and any plume leading to or from that site, AUTHORITY shall immediately notify the COMMISSION. AUTHORITY shall evaluate with the COMMISSION the impact on costs of PROJECT for required

remedy or remedial action of all hazardous material found in existing and proposed Caltrans right of way required for construction of PROJECT. This evaluation shall constitute part of the PROJECT cost.

SECTION IV Miscellaneous

- a) Notices – Any notices, requests, or demands made between the Parties pursuant to this Agreement shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address.
 - i) Riverside County Transportation Commission

Mailing Address
P.O. Box 12008
Riverside, CA 92502-2208
Attention: Marlin Feenstra, Director of Project Delivery

Physical Address
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attention: Marlin Feenstra, Director of Project Delivery
 - ii) San Bernardino Associated Governments

1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attention: Garry Cohoe, Director of Freeway Construction
- b) Severability – If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- c) Assignment – Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- d) Governing Law – The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.
- e) Waiver – No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights

by custom, estoppel, or otherwise.

- f) Attorneys Fees – If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys fees directly arising from any third party legal action against a Party hereto and payable under the indemnification provisions of this Agreement.
- g) AUTHORITY shall make all PROJECT work performed by AUTHORITY available for review and comment by the COMMISSION and AUTHORITY and COMMISSION shall review all comments received by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
- h) Neither COMMISSION nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY and arising under this Agreement. It is understood and agreed that AUTHORITY shall fully defend, indemnify and save harmless COMMISSION and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under this Agreement or occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
- i) Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COMMISSION under or in connection with any work, authority or jurisdiction conferred upon COMMISSION and arising under this Agreement. It is understood and agreed that COMMISSION shall fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under this Agreement or occurring by reason of anything done or omitted to be done by COMMISSION under this Agreement.
- j) In the event AUTHORITY and the COMMISSION are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the AUTHORITY and/or the COMMISSION shall indemnify the other to the extent of its comparative fault.
- k) Termination
 - i) Termination for Cause
 - (1) Any Party to this Agreement may declare a breach hereof by serving written notice describing the nature of the breach to the other Party. The Party alleged to have breached the Agreement shall be afforded thirty (30) days from service of the notice of breach to take whatever steps necessary to cure the breach. If the breach is not cured within the time parameters set forth herein, this Agreement

may be terminated as to that Party deemed to be in breach of this Agreement.

ii) Termination for Convenience

- (1) In the event either Party terminates the agreement for convenience, the Party terminating the agreement for convenience shall furnish a thirty (30) day written notice to the other Party.

iii) Force Majeure

- (1) If, due to act of God, fire, flood, storm, inclement weather, earthquake, drought, acute restrictions or riot, war or insurrection, plant or animal infestation or disease, sudden or severe energy shortage, strike, work stoppage, work slowdown or other concerted job action, terrorist action or other condition of emergency or disaster beyond the control of either Party which makes performance of any of its obligations under this Agreement impossible or extremely impracticable, such obligations shall be suspended during such time any such condition or conditions exist.

iv) Termination Costs

- (1) If COMMISSION terminates this Agreement, COMMISSION shall pay to AUTHORITY all costs incurred by AUTHORITY, including AUTHORITY's share paid to date, and costs to be incurred as a result of terminating the agreement. If AUTHORITY terminates this Agreement, AUTHORITY shall pay to COMMISSION all costs incurred by COMMISSION, including costs to be incurred as a result of terminating the agreement.
- l) In the event of any conflict between the Agreement and Exhibit(s), Table(s), Figure(s) attached to the Agreement and incorporated by reference, the Agreement shall take precedence over the Exhibit(s), Table(s), and Figure(s).
 - m) Any amendment to this Agreement, amendment to the consultant contract(s), or significant change in the PROJECT scope or cost must be agreed to by both parties in writing.
 - n) This Agreement shall terminate upon completion of PROJECT PA&ED obligations of AUTHORITY and the delivery of required PROJECT documents to the COMMISSION, or on December 31, 2011, whichever is earlier in time. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be entered into as of the date set forth above.

"COMMISSION"

Riverside County Transportation
Commission

"AUTHORITY"

San Bernardino County Transportation
Authority

By: _____
Jeff Stone
Chair
RCTC

By: _____
Gary C. Ovitt, President
SANBAG Board of Directors

Attest: _____
Jennifer Harmon
Clerk of the Board

Attest: _____
Vicki Watson
Board Secretary

Approved As To Form And Procedure:

Approved As To Form And Procedure:

By: _____
BB&K
Legal Counsel

By: _____
Jean-Rene Basle
AUTHORITY's Counsel

Figure 1 : I-215 Bi County HOV Gap Closure Project
Typical Cross Section

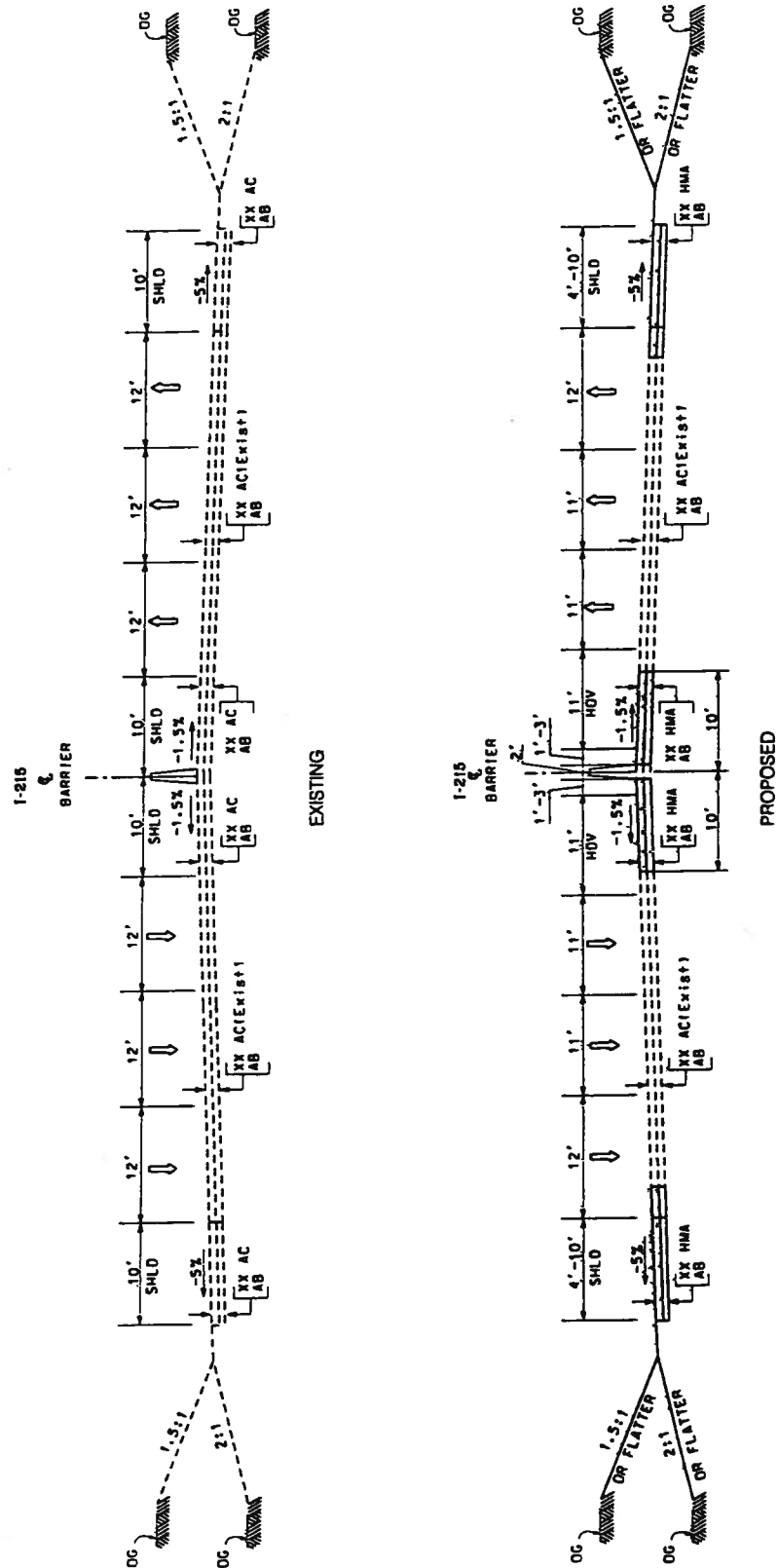


Table 1 - I-215 Bi County HOV Gap Closure Project - Cost Estimate and Cost Share Breakdown Between AUTHORITY and COMMISSION

Cost Estimate	Sub-Total
PSR/PA&ED	\$ 6,000,000
PS&E	\$ 9,600,000
R/W & Utilities	\$ 5,000,000
Construction	\$ 115,000,000
CM incld Surveying & Material Testing	\$ 14,400,000
Sub-Total	\$ 150,000,000

Expenditure Plan	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	Total
PSR/PA&ED	\$ 2,000,000	\$ 4,000,000	\$ 6,400,000	\$ 3,200,000			\$ 6,000,000
PS&E			\$ 2,500,000	\$ 2,500,000			\$ 9,600,000
R/W & Utilities				\$ 32,350,000	\$ 64,700,000	\$ 32,350,000	\$ 5,000,000
Construction Phase				\$ 38,050,000	\$ 64,700,000	\$ 32,350,000	\$ 129,400,000
Sub-Total	\$ 2,000,000	\$ 4,000,000	\$ 8,900,000	\$ 38,050,000	\$ 64,700,000	\$ 32,350,000	\$ 150,000,000
Year	0	1	2	3	4	5	
Inflation Rate	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	
Inflation Factor	1.00000	1.03000	1.06090	1.09273	1.12551	1.15927	
Escalated Cost	\$ 2,000,000	\$ 4,120,000	\$ 9,442,010	\$ 41,578,262	\$ 72,820,420	\$ 37,502,516	\$ 167,463,209

Cost Share Breakdown							
COMMISSION (21.33% Share)	\$ 426,600	\$ 878,796	\$ 2,013,981	\$ 8,868,643	\$ 15,532,596	\$ 7,999,287	\$ 35,719,902
AUTHORITY (78.67% Share)	\$ 1,573,400	\$ 3,241,204	\$ 7,428,029	\$ 32,709,619	\$ 57,287,824	\$ 29,503,230	\$ 131,743,306
Escalated Cost	\$ 2,000,000	\$ 4,120,000	\$ 9,442,010	\$ 41,578,262	\$ 72,820,420	\$ 37,502,516	\$ 167,463,209

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: January 15, 2009

Subject: Interstate (I) 15/215 Interchange Improvements (Devore Interchange) Update

Recommendation:* Receive Report on the Interstate (I) 15/215 Interchange (Devore) Project.

Background: In December, 2005, a comprehensive corridor study on I-15 from the SR 60 interchange to the Mohave River crossing in Victorville was prepared and approved by the Board in February, 2006. This study provided several long term alternatives for corridor improvements, and in addition recommended immediate short term improvements at the I-15/I-215 interchange near Devore to relieve the bottleneck at that location.

SANBAG began work on the Devore interchange following the approval of a consultant contract in July, 2007 for preliminary engineering and preparation of the environmental document for the project. An initial project overview was presented to the Major Projects Committee in January, 2008. The Project Study Report is anticipated to be approved this month and work has already begun on the Project Report and Environmental Document. SANBAG is working with Caltrans and other stakeholders to expedite delivery of this Proposition 1B funded project.

This interchange improvement project is essential for reducing traffic congestion and improving regional goods movement. This report and associated presentation is to provide a project overview, give an update on

Approved
Major Projects Committee

Date: January 15, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

current activities and challenges, and provide information on the next steps in the project.

Financial Impact: This item has no Financial Impact.

Reviewed By: This item will be reviewed by the Major Projects Committee on January 15, 2009 and the Mountain/Desert Committee on January 16, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 10

Date: January 15, 2009

Subject: Measure I Two Year Capital Improvement Plans

Recommendation:* Accept the Measure I 2008-2010 Summary Report of Two Year Capital Improvement Plans for Local Pass-Through Funds in the Valley and Mountain/Desert subareas.

Background: Measure I requires that each local jurisdiction receiving Local Pass-Through Funds annually adopt a Five Year Capital Improvement Plan that identifies the specific projects upon which funds shall be expended. Since only two years remain on Measure I 1990-2010, this year local jurisdictions were required to submit Two Year Capital Improvement Plans. The Summary Report is a compilation of the plans adopted by each jurisdiction and provides information on progress toward meeting the objectives of the program.

Plans for the Valley jurisdictions contain projects for local priorities. Plans for the Mountain/Desert jurisdictions contain projects for regional/arterial needs, local roads, and elderly and handicapped transit expenditures. The plans submitted by Valley and Mountain/Desert jurisdictions are included in the Summary Report. In addition, the plan for the SANBAG Arterial Programs is also included as the last page in Exhibit A.

*Approved
Major Projects Committee*

Date: January 15, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

MPC0901a-emp
50409000
50509000

It is estimated that the Measure I Local Pass-Through Fund category will result in \$75,378,711 for the County and cities in San Bernardino County to make road improvements within their local jurisdictions during the 2008-2010 two year period. The plans included in this report list approximately \$177,458,889 in anticipated projects for road maintenance, repair, and construction.

Financial Impact: This item has no direct impact upon the Budget. The report contains detailed information on expenditures to be made by local jurisdictions under the guidance established by Board actions and the Measure. Staff activities related to this item are consistent with the adopted Budget, Task No. 50409000, Measure I Admin-Valley, and Task No. 50509000, Measure I Admin – Mountain/Desert General.

Reviewed By: This item will be reviewed by the Major Projects Committee on January 15, 2009 and the Mountain/Desert Committee on January 16, 2009.

Responsible Staff: Ellen Pollema, Transportation Planning Specialist

Measure I Local Pass-Through Funds

**Two Year Capital Improvement Plans
FY 2008-2010**

January 2009



*San Bernardino Associated Governments
San Bernardino County Transportation Commission
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
(909) 884-8276*

Table of Contents

Measure I Local Pass-Through Funds Summary Report.....	1
Exhibit A – Measure I Subarea Boundary Map.....	7
Exhibit B – Two Year Capital Improvement Plans – San Bernardino Valley	
Chino.....	8
Chino Hills.....	10
Colton.....	13
Fontana.....	14
Grand Terrace	17
Highland.....	18
Loma Linda.....	19
Montclair.....	20
Ontario	21
Rancho Cucamonga.....	23
Redlands.....	25
Rialto.....	27
San Bernardino	29
Upland.....	32
Yucaipa	33
San Bernardino County - Valley	34
Valley Arterial Program – SANBAG	36
Exhibit C – Two Year Capital Improvement Plans – Mountain/Desert	
Adelanto.....	37
Town of Apple Valley	39
City of Barstow.....	41
Big Bear Lake	43
Hesperia	45
Needles.....	47
Twentynine Palms	49
Victorville.....	51
Yucca Valley.....	56
San Bernardino County – Colorado River.....	59
San Bernardino County – Morongo Basin.....	61
San Bernardino County – Mountains.....	63
San Bernardino County – North Desert.....	65
San Bernardino County – Victor Valley.....	67

MEASURE I LOCAL PASS-THROUGH FUNDS SUMMARY REPORT

TWO YEAR CAPITAL IMPROVEMENT PLANS 2008-2010

This report contains details of Measure I Two Year Capital Improvement Plans of the County and each of the cities in San Bernardino County for the period from 2008-2010. Measure I revenue is the result of a voter-approved half cent Retail Transactions and Use Tax to be used for transportation improvements and traffic management programs administered by San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority. The annual adoption of Measure I Two Year Capital Improvement Plans by the governing body of each local jurisdiction describes the planned expenditures of Local Pass-Through Funds and is a requirement of the Measure which provides information relative to use of the special tax revenue.

Measure I identified six separate subareas of San Bernardino County for purposes of revenue allocation: Colorado River Subarea, Morongo Basin Subarea, Mountains Subarea, North Desert Subarea, Victor Valley Subarea, and the San Bernardino Valley Subarea. Statistics for the Mountain/Desert subareas have been grouped in this report to facilitate coordination and cooperative planning for the expenditure of arterial/regional funds as required by the Measure.

The Local Pass-Through Funds allocated to jurisdictions in the San Bernardino Valley represent 19% of the total tax revenue collected in the Subarea. The Local Pass-Through Funds are distributed monthly to Valley jurisdictions for local street and road projects and traffic management programs. The remaining portion of transaction and use tax revenue collected in the San Bernardino Valley subarea is administered by SANBAG

for transportation programs categorized as Major Freeway Projects, Commuter Rail, Arterial Projects, Elderly and Handicapped Transit, and Transportation Management and Environmental Enhancement Projects.

Local Pass-Through Funds allocated to jurisdictions in the San Bernardino Mountain and Desert Subareas are to be expended for major arterial and regional needs (65%), local street and road needs (30%) and elderly and handicapped transit (5%). Transactions and use tax revenue generated in each subarea is distributed monthly to Mountain/Desert local jurisdictions, less 1% administrative fund retention. Projects funded by Measure I proceeds within each category are determined by the Councils and County Board of Supervisors through adoption of the Two Year Capital Improvement Plans contained in this report.

Revenue forecasts by jurisdiction for the Valley Local Pass-Through Funds to be expended for local streets and road purposes and the total of all projects contained in the Two Year Capital Improvement Plans are contained in this report as Attachment 1. Revenue forecasts by jurisdiction for the Mountain/Desert Local Pass-Through Funds are contained in Attachment 2 and are listed by funding category. The total estimated cost for all of the projects in the city and County plans are displayed. Finally, the individual Measure I Two Year Capital Improvement Plans submitted by Valley jurisdictions are contained in Exhibit B, while Measure I Two Year Capital Improvement Plans submitted by Mountain/Desert jurisdictions are contained in Exhibit C.

The projects contained in both the Valley and the Mountain/Desert Two Year Capital Improvement Plans are either totally or partially funded by Measure I Local Pass-Through Funds. Local jurisdictions commonly use Measure I revenue to leverage other

State, Federal and local funds, bringing additional resources into the region for major transportation improvements.

The Two Year Capital Improvement Plans guide the expenditure of an estimated \$75,378,711 in Measure I revenue over the next two years and illustrates the transportation improvements planned by the County and the cities in San Bernardino County which are made possible by the voter-approved transactions and use tax local pass-through funds.

Attachment 1

VALLEY MEASURE I LOCAL PASS-THROUGH FUND REVENUE ESTIMATES AND TOTAL PROJECTS SUMMARY 2008-2010

JURISDICTION	MI 2 YR REVENUE ESTIMATE	TOTAL PROJECTS
SAN BERNARDINO VALLEY SUBAREA		
Chino	\$2,033,656	\$2,067,579
Chino Hills	\$1,964,322	\$2,276,600
Colton	\$1,292,351	\$494,100
Fontana	\$4,568,434	\$13,554,000
Grand Terrace	\$308,879	\$468,100
Highland	\$1,303,606	\$1,670,000
Loma Linda	\$561,356	\$561,356
Montclair	\$915,911	\$8,300,000
Ontario	\$4,312,407	\$9,867,485
Rancho Cucamonga	\$4,303,770	\$8,180,800
Redlands	\$1,781,419	\$6,731,000
Rialto	\$2,471,291	\$5,794,926
San Bernardino	\$5,122,104	\$10,946,700
Upland	\$1,877,847	\$7,405,000
Yucaipa	\$1,294,768	\$353,500
San Bernardino County – Valley	\$2,858,370	\$10,260,250
VALLEY GRAND TOTAL	\$36,970,492	\$88,931,396

Attachment 2

MOUNTAIN/DESERT MEASURE I LOCAL PASS-THROUGH FUND REVENUE ESTIMATES AND TOTAL PROJECTS SUMMARY 2008-2010

JURISDICTION	MI 2 YR ARTERIAL	MI 2 YR LOCAL	MI 2 YR E & H TRANSIT	MI 2 YR ESTIMATE	TOTAL PROJECTS
COLORADO RIVER SUBAREA					
Needles	\$258,071	\$119,109	\$19,852	\$397,032	\$1,006,797
San Bernardino County	\$79,545	\$36,713	\$6,119	\$122,377	\$336,500
TOTAL	\$337,616	\$155,822	\$25,971	\$519,409	\$1,343,297
MORONGO BASIN SUBAREA					
Twentynine Palms	\$834,398	\$385,107	\$64,184	\$1,283,689	\$3,777,000
Yucca Valley*	\$1,030,422	\$475,579	\$79,263	\$1,585,265	\$3,018,000
San Bernardino County	724,055	\$334,179	\$55,697	\$1,113,932	\$2,882,800
TOTAL	\$2,588,875	\$1,194,865	\$199,144	\$3,982,886	\$9,677,800
MOUNTAINS SUBAREA					
Big Bear Lake*	\$487,329	\$224,921	\$37,487	\$749,738	\$952,355
San Bernardino County*	\$1,585,650	\$731,839	\$121,973	\$2,439,462	\$6,131,057
TOTAL	\$2,072,979	\$956,760	\$159,460	\$3,189,200	\$7,083,412
NORTH DESERT SUBAREA					
Barstow*	\$1,007,286	\$464,901	\$77,484	\$1,549,671	\$6,918,813
San Bernardino County	\$1,395,211	\$643,944	\$107,324	\$2,146,479	\$4,548,000
TOTAL	\$2,402,497	\$1,108,845	\$184,808	\$3,696,150	\$11,466,813

*Total Measure I Two Year Estimate includes revenue dedicated to debt reduction associated with SANBAG bonding program.

Attachment 2 (Continued)

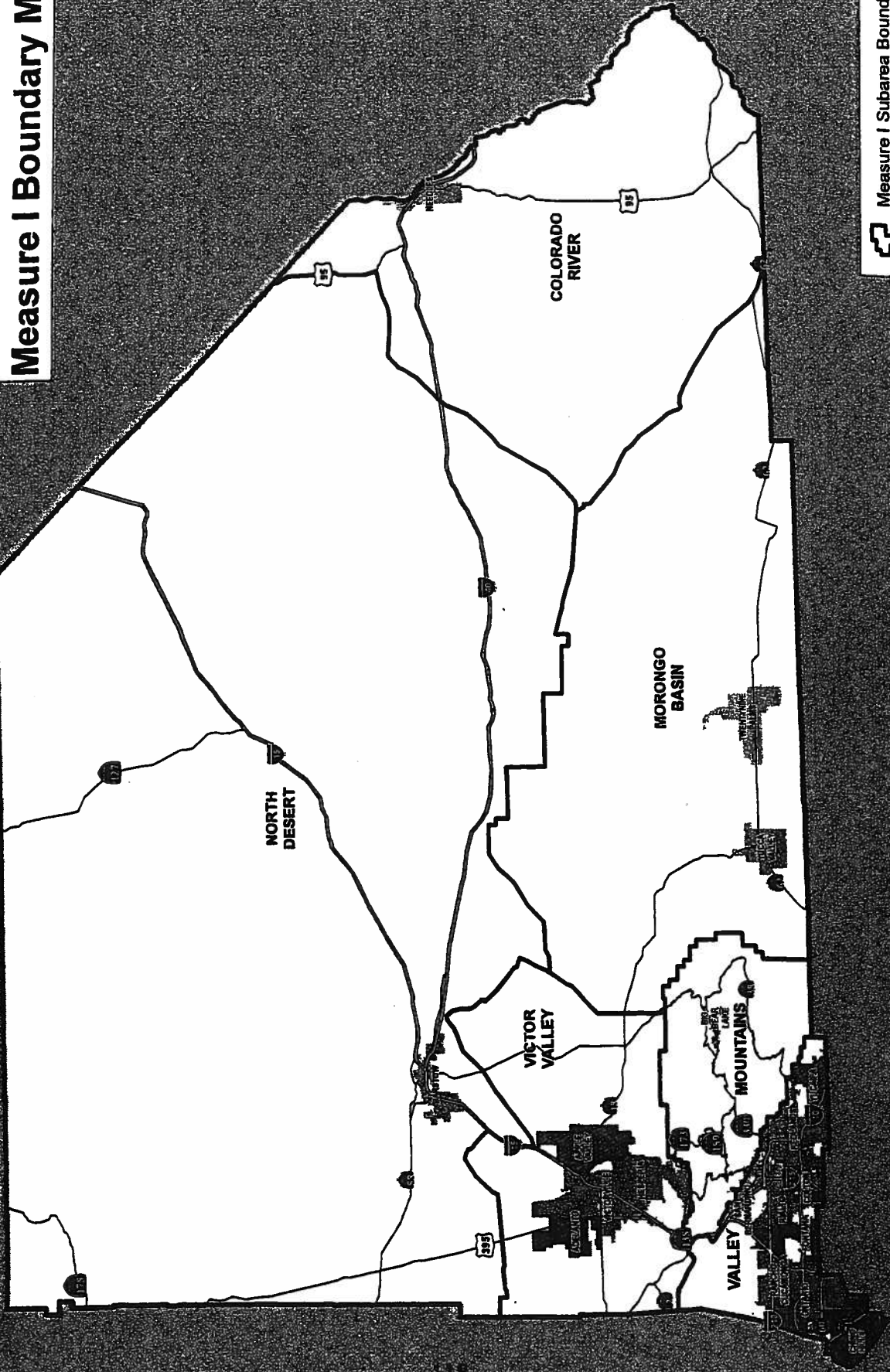
MOUNTAIN/DESERT MEASURE I LOCAL PASS-THROUGH FUND REVENUE ESTIMATES AND TOTAL PROJECTS SUMMARY 2008-2010

JURISDICTION	MI 2 YR ARTERIAL	MI 2 YR LOCAL	MI 2 YR E & H TRANSIT	MI 2 YR ESTIMATE	TOTAL PROJECTS
VICTOR VALLEY SUBAREA					
Adelanto	\$1,076,148	\$496,684	\$82,781	\$1,655,612	\$1,655,612
Apple Valley	\$2,825,995	\$1,304,306	\$217,384	\$4,347,685	\$8,199,685
Hesperia	\$3,840,848	\$1,772,699	\$295,450	\$5,908,997	\$6,120,059
Victorville	\$7,682,149	\$3,545,612	\$590,935	\$11,818,706	\$31,549,935
San Bernardino County	\$2,138,224	\$986,873	\$164,479	\$3,289,575	\$6,430,880
TOTAL	\$17,563,364	\$8,106,174	\$1,351,029	\$27,020,575	\$53,956,171
MOUNTAIN/DESERT GRAND TOTAL	\$24,965,331	\$11,522,466	\$1,920,412	\$38,408,220	\$83,527,493

Exhibit A

Measure I Subarea Boundary Map

San Bernardino County Measure 1 Boundary Map



Measure 1 Subarea Boundaries

Exhibit B

Two Year Capital Improvement Plans

San Bernardino Valley

CITY OF CHINO
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010

EXPENDITURE STRATEGY

The City of Chino will continue to place emphasis on both the regional and sub-regional arterial roadway system during the next two years of the Measure I program. At least 50 percent of the Measure I funds will be earmarked for specific capital projects that are geared toward improving traffic flow and motorist convenience. Failing pavement surfaces will be rehabilitated and traffic striping modified as needed to accommodate increased traffic demand, and intersection capacity will be improved with new and modified traffic signals.

In addition to the above capital projects program, Chino will continue to allocate up to 50 percent of the annual Measure I funds toward public works maintenance activities. Maintenance work will continue to include the City's traffic signal maintenance, sidewalk and curb repair, and pavement repair and overlay on the local street system.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2008/2009	City-wide	Asphalt Pavement Overlay	\$350,000
	City-wide	Concrete Maintenance & Graffiti Abatement	\$200,000
	City-wide	Traffic Control/Signal Maintenance	\$31,045
	Chino Avenue @ Pipeline	Traffic Signal Modification	\$225,000
	Chino Avenue @ 9th Street	Street Improvements	\$73,000
	City-wide: Grand Avenue at Pipeline Avenue; Edison Avenue: Central Avenue to 12th Street; Schaefer Avenue: Ramona Avenue to Central Avenue; Schaefer Avenue: Oaks Avenue to Euclid Avenue; Chino Avenue: Benson Avenue to Fern Avenue	Street Rehabilitation	\$100,000
	2 locations	Radar Sign Implementation, Street Signage Improvements	\$46,000
	Cypress Ave. @ Clover Court	Crosswalk upgrade/illumination	\$56,750
	Chino-Corona/Cucamonga to Hellman	Street lighting and warning lights	\$115,000
	Subtotal		\$1,196,795

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2009/2010	City-wide	Asphalt Pavement Overlay	\$300,000
	City-wide	Concrete Maintenance & Graffiti Abatement	\$180,000
	City-wide	Traffic Control/Signal Maintenance	\$44,216
	Kimball Avenue @ Fern Avenue	Traffic Signal	\$100,000
	Central Avenue @ Shopping Center I	Traffic Signal	\$15,000
	Central Avenue @ Edison Avenue	Intersection Improvements	\$120,000
	Fern Avenue - Schaefer to Edison	Pavement Rehabilitation	\$50,000
	Central Avenue - Villa Serena/Church DW	Traffic Signal	\$15,000
	East End Avenue - Philadelphia Avenue to 60 Fwy.	Widening	\$100,000
	Philadelphia Avenue @ Target DW	Traffic Signal	\$15,000
	TS Controller/Comm. Upgrade @ Spectrum and/or East Chino	Traffic Signal Equipment Upgrade	\$20,000
	Subtotal		\$959,216
		TOTAL	\$2,156,011

Contact Name: Jose A. Alire, T.E.
 Transportation Manager
 (909) 591-9824
 Resolution No.: 2008-053 adopted 11/18/08

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007

\$2,033,656
 \$496,441

CITY OF CHINO HILLS
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010

EXPENDITURE STRATEGY

The City of Chino Hills has programmed Measure I revenue for fiscal year 2008-2009 for specific types of eligible projects.

1. major and minor street improvements, which includes traffic signals.
2. Annual projects, which fall into three general categories:
 - a. Annual Overlay/Slurry Seal: Maintenance of existing streets as identified and prioritized in the City's Pavement Management Program.
 - b. Annual Sidewalk Repair Project: Replacement of damaged sidewalk throughout the City. The City is divided into maintenance zones for this purpose, and project areas rotate cyclically through the zones. Additional locations may be added, as necessary, to address pressing safety issues.
 - c. Annual Striping and Pavement Marking: The City identifies funding to restripe and mark pavement throughout the City on streets not included in the annual maintenance project.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2008/2009	Various	Overlay/Slurry Seal	\$200,000
	Aqueduct Lane - Terrace Drive to Tovar Way	Overlay/Slurry Seal	\$24,400
	Avenida Hacienda - Rancho Hills Drive to Windmill Creek Road	Overlay/Slurry Seal	\$11,800
	Bayberry Drive - Paisley Drive to Pipeline Avenue	Overlay/Slurry Seal	\$63,400
	Big Oak Avenue - End to Bueno Drive	Overlay/Slurry Seal	\$14,200
	Civic Center Drive - Chino Hills Parkway to Grand Avenue	Overlay/Slurry Seal	51,200
	Clipper Drive - Valle Vista Drive to Valle Vista Drive	Overlay/Slurry Seal	\$8,700
	Deer Haven Drive - End to Muscadine Lane	Overlay/Slurry Seal	\$8,500
	El Molino Boulevard - Pipeline Avenue to Los Serranos Boulevard	Overlay/Slurry Seal	\$10,400
	English Road - End to Peyton Drive	Overlay/Slurry Seal	\$14,500
	Foxglove Drive - Daisy Drive to Eucalyptus Avenue	Overlay/Slurry Seal	\$8,500

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
	Frost Avenue - Peyton Drive to Chino Hills Parkway	Overlay/Slurry Seal	\$14,800
	Glen Ridge Drive - Pipeline Avenue to Peyton Drive	Overlay/Slurry Seal	\$40,500
	Los Serranos Boulevard - Country Club Drive to Pipeline Drive	Overlay/Slurry Seal	\$5,500
	Los Serranos Country Club Drive - Soquel Canyon Parkway to Yorba Avenue	Overlay/Slurry Seal	\$17,900
	Los Serranos Road - Los Serranos Country Club Drive to Pomona Rincon Road	Overlay/Slurry Seal	\$20,200
	Monte Vista Avenue - SR 142 to Los Serranos Road	Overlay/Slurry Seal	\$12,100
	Monterey Avenue - Fairway Boulevard to Mesa Boulevard	Overlay/Slurry Seal	\$14,100
	Murray Avenue from the end to El Molino Boulevard	Overlay/Slurry Seal	\$8,200
	Nordic Avenue - Valley High Drive & Wild Canyon Drive	Overlay/Slurry Seal	\$10,100
	Oakview Lane - Valley Vista Drive to Oakshire Lane	Overlay/Slurry Seal	\$8,500
	Paisley Drive - Bayberry Drive to Peyton Drive	Overlay/Slurry Seal	\$7,500
	Peach Street - Hawthorne Avenue to Glen Ridge Drive	Overlay/Slurry Seal	\$6,500
	Ramona Avenue - SR71 to Bird Farm Road	Overlay/Slurry Seal	\$16,600
	Ranch House Road - Promontory Road to Pinnacle Road	Overlay/Slurry Seal	\$7,500
	Rancho Hills Drive - Eucalyptus Avenue to Windmill Creek Road	Overlay/Slurry Seal	\$51,700
	Rosebay Drive - End to Deodar Lane	Overlay/Slurry Seal	\$8,400
	Various	Sidewalk Repair to Replacement	\$120,000
	Citywide	Striping & Street Marking	\$50,000
	Traffic Signal - Slate Drive & Soquel Canyon Parkway	New Traffic Signal	\$200,000
	Subtotal		\$1,035,700

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2009/2010	Various	Overlay/Slurry Seal	\$100,000
	Butterfield Ranch Road - Arterial	Overlay/Slurry Seal	\$104,100
	Central Avenue - Arterial	Overlay/Slurry Seal	\$8,100
	Chino Avenue - Arterial	Overlay/Slurry Seal	\$128,700
	Chino Hills Parkway - Arterial	Overlay/Slurry Seal	\$123,700
	Fairfield Ranch Road - Soquel Canyon Parkway to South of 16333 Fairfield Ranch Road (BLD)	Overlay/Slurry Seal	\$14,100
	Peyton Drive - Arterial	Overlay/Slurry Seal	\$236,300
	Pipeline Avenue - SR 142 to Soquel Canyon Parkway	Overlay/Slurry Seal	\$50,500
	Ramona Avenue - Arterial	Overlay/Slurry Seal	\$8,000
	Soquel Canyon Parkway - Arterial	Overlay/Slurry Seal	\$97,400
	Various	Sidewalk Repair to Replacement	\$120,000
	Citywide	Striping & Street Marking	\$50,000
	Traffic Signal - Slate Drive & Butterfield Ranch Road	New Traffic Signal	\$200,000
	Subtotal		\$1,240,900
		TOTAL	\$2,276,600

Contact Name: Raymond Holland
 Interim City Engineer
 (909)364-2771
 Resolution No.: 08R-62 adopted 9/16/08

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007

\$1,964,322
 \$2,391,821

**CITY OF COLTON
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010**

EXPENDITURE STRATEGY

The City of Colton allocates approximately sixty percent of its annual Measure I revenue for improvements to existing street infrastructure. These improvements are generally provided to streets exhibiting signs of stress which can be remedied by providing a slurry seal application to the stressed pavement. The remaining forty percent of the annual Measure I appropriations received by the City of Colton are directed to street reconstruction and development; these projects are compliant to the goals of the city's General Plan Circulation Element.

2008/2009	Reche Canyon Widening	Street Widening/Reconstruction	\$350,000
	City-Wide	Slurry Seal/Street Rehabilitation	\$258,486
	City-Wide	Striping	\$80,000
	8th Street, from Citrus to Johnston	Missing Links of curb and gutter construction	\$50,000
	Subtotal		\$738,486
2009/2010	Districts 1 & 2	Street Pavement Rehabilitation, Phase 9	\$100,523
	Washington Street Expansion	Street Overlay/Pavement Construction	\$453,342
	Subtotal		\$553,865
		TOTAL	\$1,292,351

Contact Name: Steve Berry
Assistant City Manager
909-430-2226
Resolution No.: R111-08 adopted 10/7/08

Measure I Revenue Estimate (2 years)
Fund Balance as of June 30, 2007

\$1,292,351
\$1,312,157

CITY OF FONTANA
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010

EXPENDITURE STRATEGY

The City of Fontana will continue to place emphasis on both the regional and sub-regional arterial roadway system during the next two years of the Measure I program. Our Measure I funds allocation will be utilized for specific capital projects that will target improved traffic circulation and public safety. As capacity needs are generated with increased vehicular traffic, the City will focus on street and intersection widening, new and modified traffic signals, modifying existing signing and striping, median construction, and intelligent vehicle highway system implementation.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2008/2009	Citywide Measure I System	Signal Controllers, Cabinets, Updates, and Modifications	\$45,000
	Citywide Measure I System	Computerized Signal Coordination and Traffic Control Equipment	\$28,000
	Citywide Measure I/CMP System	Computerized Traffic Control System and Data Collection/Studies/Analysis	\$76,000
	Citywide Measure I	Traffic Signal Communication System	\$35,000
	Citywide Measure I System	Electronic Signal Detection and Data Transmission A/S Incident/Data	\$75,000
	Intersection Safety Review & Analysis	Safety Improvement to Increase Capacity	\$50,000
	Slover Avenue @ Live Oak Avenue	Traffic Signal	\$350,000
	Citrus Avenue @ Valley to Foothill	Traffic Signal Interconnect	\$700,000
	Ceres Avenue, Citrus to Cypress	Sidewalk Installation	\$500,000
	Alder Avenue @ Merrill Avenue	Traffic Signal & Roadway Modifications	\$600,000
	Alder Avenue @ Randall Avenue	Traffic Signal & Roadway Modifications	\$600,000
	Valley Boulevard @ Live Oak Avenue	Traffic Signal & Roadway Modifications	\$300,000
	Valley Boulevard @ Redwood Avenue	Traffic Signal & Roadway Modifications	\$300,000
	Valley Boulevard @ Banana Avenue	Traffic Signal & Roadway Modifications	\$300,000
	Baseline Avenue and Laurel Avenue	Traffic Signal & Roadway Modifications	\$500,000
	Citrus Avenue Metrolink Crossing	Rail Crossing Improvements	\$410,000
	Alder Avenue & Wabash Avenue	Traffic Signal	\$401,000
	Etiwanda Avenue @ Slover Avenue	Traffic Signal & Roadway Widening	\$400,000

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
	Alder Avenue @ Miller Avenue	Traffic Signal & Roadway Widening	\$600,000
	Cherry Avenue and Valley Boulevard	Traffic Signal & Roadway Widening	\$125,000
	Sierra Guardrail	Guardrail Installation	\$150,000
	Foothill Boulevard @ Oleander Avenue	Traffic Signal and Interconnect	\$500,000
	Foothill Boulevard @ Cypress Avenue	Traffic Signal and Interconnect	\$500,000
	Subtotal		\$7,545,000
2009/2010	Citywide Measure I System	Signal Controllers, Cabinets, Updates, and Modifications	\$45,000
	Citywide Measure I System	Computerized Signal Coordination and Traffic Control Equipment	\$28,000
	Citywide Measure I/CMP System	Computerized Traffic Control System and Data Collection/Studies/Analysis	\$76,000
	Citywide Measure I	Traffic Signal Communication System	\$35,000
	Citywide Measure I System	Electronic Signal Detection and Data Transmission A/S Incident/Data	\$75,000
	Intersection Safety Review & Analysis	Safety Improvements to Increase Capacity	\$50,000
	Randall Avenue @ Juniper Avenue	Traffic Signal	\$400,000
	Cherry Avenue (Beech Avenue to I-15)	Roadway Widening	\$100,000
	Valley Boulevard @ Cypress Avenue	Traffic Signal & Roadway Modifications	\$300,000
	San Bernardino Avenue @ Cypress Avenue	Traffic Signal	\$400,000
	San Bernardino Avenue @ Juniper Avenue	Traffic Signal and Interconnect	\$400,000
	San Bernardino Avenue @ Oleander Avenue	Traffic Signal	\$400,000
	Cherry Avenue (Whitram Ave. - Foothill Blvd.)	Roadway Widening, Traffic Signal	\$1,600,000
	Beech Avenue and Valley Boulevard	Traffic Signals & Roadway Modifications	\$500,000
	Merrill Avenue @ Mango Avenue	Traffic Signal	\$400,000
	Merrill Avenue @ Palmetto Avenue	Traffic Signal	\$400,000

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
	Arrow Boulevard @ Oleander Avenue	Traffic Signal and Interconnect	\$400,000
	Randall Avenue @ Oleander Avenue	Traffic Signal	\$400,000
	Subtotal		\$6,009,000
		TOTAL	\$13,554,000

Contact Name: Paul Balbach
 City Transportation Manager
 (909)350-6652
 Resolution No.: 2008-130 adopted 10/28/08

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007

\$4,568,434
 \$6,114,687

**CITY OF GRAND TERRACE
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010**

EXPENDITURE STRATEGY

The City of Grand Terrace's existing road network is fairly well established. Therefore, the City's primary use of Measure I funds will be for the reconstruction and maintenance of existing City streets. It is the City's intent to design and begin construction of the project the same year the project is identified in the remaining Three-Year Capital Improvement Plan.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2008/2009	Barton Road Bridge Program	Replacement and widening of Bridge	\$346,100
	<i>Subtotal</i>		\$346,100
2009/2010	City Wide - Slurry Program	Slurry Program	\$87,000
	City Wide - Streets TBD	Crack Sealing	\$20,000
	City Wide - Street TBD	Street Striping	\$15,000
	<i>Subtotal</i>		\$122,000
		TOTAL	\$468,100

129

Contact Name: Steve Berry

Assistant City Manager

(909) 430-2226

Resolution No.:2008-20 adopted 12/9/08

Measure I Revenue Estimate (2 years)

Fund Balance as of June 30, 2007

\$308,879

\$297,832

CITY OF HIGHLAND
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010

EXPENDITURE STRATEGY

The City of Highland intends to expend approximately half of Measure I Local Pass-Through revenue on a yearly basis for new street and traffic improvements, and the remaining for maintenance of existing improvements.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2008/2009	Various Locations	Pavement Rehabilitation	\$380,000
	Boulder Avenue at City Creek	New Bridge (Construction)	\$200,000
	Greenspot Road at Santa Ana River	New Bridge (Construction)	\$240,000
	Base Line at City Creek	New Bridge (Construction)	\$200,000
	Subtotal		\$1,020,000
2009/2010	Various Locations	Pavement Rehabilitation	\$250,000
	Boulder Avenue at City Creek	New Bridge (Construction)	\$100,000
	Greenspot Road at Santa Ana River	New Bridge (Construction)	\$100,000
	Base Line at City Creek	New Bridge (Design, ROW, Construction)	\$200,000
	Subtotal		\$650,000
		TOTAL	\$1,670,000

Contact Name: Ernest Wong
Public Works Director/City Engineer
(909)864-8732 x212
Resolution No.: 2008-046 adopted 10/23/08

Measure I Revenue Estimate (2 years)
Fund Balance as of June 30, 2007

\$1,303,606
\$3,615,286

CITY OF LOMA LINDA
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010

EXPENDITURE STRATEGY

The City of Loma Linda is intent upon efficiently maintaining its current roadway system utilizing Measure I funding where applicable. The current inventory of asphalt concrete (AC) streets is in varying degrees of decay. A typical AC constructed improvement has a life expectancy of 15-20 years. Through proper pavement management, this can be extended by 5-10 years. Our strategy is to use a combination of slurry seal, overlay, and rehabilitation to accomplish this task and delay the eventual complete reconstruction for as long as possible.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
REGIONAL/ARTERIAL FUNDS			
2008/2009	Redlands Boulevard	Pavement Rehabilitation	\$150,000
	City-Wide	Pavement Striping	\$20,000
	City-Wide Slurry Seal Phase VII	Pavement Rehabilitation	\$150,000
	Subtotal		\$320,000
2009/2010	City-Wide Slurry Seal Phase VIII	Pavement Rehabilitation	\$150,000
	Redlands Boulevard	Pavement Rehabilitation	\$91,356
	Subtotal		\$241,356
		TOTAL	\$561,356

Contact Name: T. Jarb Thaipejr, P.E.
 Public Works Director/City Engineer
 (909)799-4401
 Resolution No.: 2571 adopted 9/9/08

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007

\$561,356
 \$294,582

CITY OF MONTCLAIR
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010

EXPENDITURE STRATEGY

With the adoption of Measure I in 1989, The City of Montclair committed the revenue to be generated from the tax to the rehabilitation of the Mission Boulevard Corridor. This two-and-one-quarter-mile corridor extends from the Los Angeles County line at the San Antonio Channel to the City of Ontario at Benson Avenue. The rehabilitation work includes pavement resurfacing/replacement; installation of curb, gutter and sidewalk; modifications to or installation of new signals; construction of a landscaped median; and installation of lighting.

Due to the size of the project and the associated cost, the City proposed to construct improvements in multiple phases. The strategy is to accumulate revenues during some years and then construct a phase as funds are available. The City also intends using additional revenue at its disposal to supplement the Measure I funds. These revenue sources include already approved High Priority Project (federal transportation bill) funds, Gas Tax subventions, and Redevelopment Agency Funds.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2008/2009	Mission Boulevard from 300 feet east of Monte Vista Avenue to Central Avenue	This multi-phased, multi-year project includes curb, gutter, and sidewalk construction; installation of a traffic signal at Fremont Avenue; median and parkway landscaping; and pavement rehabilitation.	\$2,300,000
2009/2010	Mission Boulevard from Central Avenue to Benson Avenue	This multi-phased, multi-year project includes curb, gutter, and sidewalk construction; installation of a traffic signal at Vernon Avenue; median and parkway landscaping; and pavement rehabilitation.	\$6,000,000
TOTAL			\$8,300,000

Contact Name: Michael C. Hudson
City Engineer
(909)625-9441
Resolution No.: 08-2768 adopted 10/6/08

Measure I Revenue Estimate (2 years)
Fund Balance as of June 30, 2007

\$915,911
\$1,208,907

**CITY OF ONTARIO
MEASURE 1 CAPITAL IMPROVEMENT PLAN 2008/2010**

EXPENDITURE STRATEGY

The City of Ontario's Expenditure Strategy is to improve the regional, sub-regional, and collector street roadway system by programming up to fifty percent of annual Measure 1 revenue towards its long term Pavement Management Program. The remaining funds will be programmed by individual projects, such as traffic signals, and other roadway rehabilitation work designed to improve traffic flow and motorist's convenience.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2008/2009	Vineyard Avenue (Francis to Riverside)	Pavement Rehabilitation	\$838,000
	San Antonio Avenue (Holt to North City Limit)	Pavement Rehabilitation	\$1,150,000
	Grove Avenue (at the SR-60 Freeway)	Pavement Rehabilitation	\$86,000
	Mission Boulevard (Benson to Mountain)	Pavement Rehabilitation	\$902,000
	Philadelphia Street (Archibald to Vineyard)	Pavement Rehabilitation	\$1,164,000
	Sierra Court (Sultana to Pleasant Ave.)	Pavement Rehabilitation	\$51,000
	Etiwanda Avenue (Ontario Mills to Fourth)	Pavement Rehabilitation	\$436,000
	Fern Avenue (Francis to Maple)	Sidewalk Improvements	\$322,855
	Etiwanda Avenue and Airport Drive Intersection	Intersection Improvements	\$2,990
	Holt Boulevard (San Antonio to Benson)	Arterial Street Maintenance (R.P.M.S.)	\$300,000
	Francis Street (Oaks to Cypress)	Arterial Street Maintenance (R.P.M.S.)	\$180,000
	Campus (Mission to Philadelphia)	Arterial Street Maintenance (R.P.M.S.)	\$210,000
	Cucamonga (Belmont to Philadelphia)	Arterial Street Maintenance (R.P.M.S.)	\$50,000
	Haven (SR-60 to Riverside Drive)	Arterial Street Maintenance (R.P.M.S.)	\$190,000
	Fourth (I-10 to Vineyard)	Arterial Street Maintenance (R.P.M.S.)	\$250,000
	City-wide program	Arterial Street Maintenance (R.P.M.S.)	\$40,000
	Installation of Emergency Vehicle Preemption	Intersection Improvements	\$210,000
	City-wide program	Vehicle Traffic Counts	\$10,000
	Jurupa Street (Carnegie to Milliken)	Pavement Rehabilitation	\$700,000
	Sixth Street (Sultana to Campus)	Pavement Rehabilitation	\$168,000
	Subtotal		\$7,260,845

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2009/2010	City-wide program	Arteria Street Maintenance	\$430,320
	Locations to be determined	Arterial Street Maintenance (Rubberized Slurry Seal)	\$860,320
	City-wide program	Pavement Management Program	\$41,600
	City-wide program	Vehicle Traffic Counts	\$10,400
	Installation of Emergency Vehicle Preemption	Intersection Improvements	\$240,000
	Baker Street (6th to 8th)	Pavement Rehabilitation	\$408,000
	Jurupa Street (Vintage to Etiwanda)	Pavement Rehabilitation	\$616,000
	Subtotal		\$2,606,640
		TOTAL	\$9,867,485

\$4,312,407
\$4,120,766

Measure I Revenue Estimate (2 years)
Fund Balance as of June 30, 2007

Contact Name: Cindy Hackett
Principal Engineer
(909) 395-2128
Resolution No.: 2008-054 adopted 6/25/08

**CITY OF RANCHO CUCAMONGA
MEASURE 1 CAPITAL IMPROVEMENT PLAN 2008/2010**

EXPENDITURE STRATEGY

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2008/2009	ADA Corrective Measures - City Wide	Intersection ramps and driveway modifications	\$200,000
	Arrow Route, W/O Etiwanda to ECL	Pavement Rehabilitation (clean-up funds)	\$1,000
	Banyon St, Beryl to Archibald	Pavement Rehabilitation	\$320,000
	Beryl St., N/O 2-10 to N/O Banyon	Pavement Rehabilitation (clean-up funds)	\$5,000
	Contract Services - City Wide	Concrete Maintenance	\$772,800
	Haven Ave., 4th St. to 7th St.	Pavement Rehabilitation (clean-up funds)	\$10,000
	Hillside Rd., Beryl to Archibald	Pavement Rehabilitation (clean-up funds)	\$10,000
	Hillside Rd., Carnelian to Beryl	Pavement Rehabilitation	\$200,000
	Local Streets - City Wide	Pavement Rehabilitation	\$700,000
	Milliken Ave., 7th to Arrow	Pavement Rehabilitation	\$462,000
	Pavement Management - City Wide	Evaluate Pavement Condition	\$5,000
	Terra Vista Parkway, Spruce to Milliken	Pavement Rehabilitation	\$300,000
	Vineyard Ave., 8th to Foothill	Pavement Rehabilitation	\$500,000
2009/2010	ADA Corrective Measures - City Wide	Intersection ramps and driveway modifications	\$100,000
	Contract Services - City Wide	Concrete Maintenance	\$500,000
	Haven Ave., 4th St. to 7th St.	Pavement Rehabilitation	\$550,000
	Haven Ave., Jersey Blvd. to Foothill Blvd.	Pavement Rehabilitation	\$580,000
	Hillside Rd., Beryl to Archibald	Pavement Rehabilitation	\$350,000
	Hillside Rd., Sapphire to Carnelian	Pavement Rehabilitation (survey, design)	\$10,000

CITY OF REDLANDS
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010

EXPENDITURE STRATEGY

Measure I pass-through funds will be used by the City of Redlands for a variety of transportation related projects, including construction of new roadways and traffic signals, reconstruction of existing roadways and traffic signals, and roadway maintenance projects. It is the intent of the City of Redlands to expend all Measure I pass-through funds as they are received. The program provided emphasis the resurfacing and maintenance rehabilitation of the streets, which are in fair condition. This strategy is intended to extend the usable service life of existing streets in a cost effective manner in accordance with the city's street maintenance program. There is one large project programmed that requires several years worth of Measure I funding and use of other transportation revenue to complete.

This major multi-year project is the reconstruction of the intersections on Redlands Boulevard at Alabama Street and at Colton Avenue. This project will require a total of \$4.2 million of Measure I funds and another \$6.6 million of local transportation development impact funds. Funds for these projects will be used to obtain required right-of-way and construct these major intersection and street improvements. This project is in the final design and right-of-way acquisition process.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2008/2009	Redlands Boulevard and Alabama Street/Colton Avenue - Phase 1	Acquire Right-of-Way from SANBAG on Colton Avenue Railroad Crossings and Improvements	\$2,240,000
	Terracina Boulevard - Brookside Ave. to Fern Ave.	Street Resurfacing and Maintenance	\$345,000
	Brockton Avenue - Texas St. to Orange St.	Street Resurfacing and Maintenance	\$175,000
	City-Wide	Street Maintenance	\$400,000
	Subtotal		\$3,160,000
2009/2010	Redlands Boulevard and Alabama Street/Colton Avenue - Phase 1	Street Resurfacing and Maintenance	\$1,966,000
	W. Cypress Ave. - San Mateo St. to Center St. & W. Palm Ave. - Serpentine Ave. to Center St.	Street Resurfacing and Maintenance	\$720,000
	Doyle Ave. - Alta St. to Church Ae. & Glover/Heron/Irwin Ct./Jason Ct./Kirby Ct. - E. San Bernardino Avenue to Doyle Ave	Street Maintenance	\$145,000
	Myrtle St./Sonora St./Nordina St./Grant St./Buena Vista St./S. Michigan St./& Bond St. - Clark St. to Fern Ave.	Street Maintenance	\$230,000

	Clifton Avenue - San Mateo St. to Center & Monterey St./McKinley/& Harding Dr. - Clifton Ave. to Cypress Ave.	Street Maintenance	\$172,000
	City-Wide	Street Resurfacing and Maintenance	\$338,000
	Subtotal		\$3,571,000
		TOTAL	\$6,731,000

\$1,781,419
\$4,364,131

Measure I Revenue Estimate (2 years)
Fund Balance as of June 30, 2007

Contact Name: Rosemary Hoerning
MUED Director
(909) 798-7589
Resolution No.: 6760 adopted 10/07/08

CITY OF RIALTO
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010

EXPENDITURE STRATEGY

The City of Rialto intends to utilize Measure I for streets and right of way maintenance programs, street reconstruction and improvements. The majority of projects are structured for implementation within the three year planned schedule.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2008/2009	Traffic Data Collection for Federal HPMS & SANBAG CMP		\$70,000
	Pavement Management System (PMS)		\$50,000
	Street Landscape Construction		\$30,000
	Minor Street Maintenance		\$50,000
	Street Slurry Seal		\$400,000
	Sycamore	Street Overlay	\$160,000
	Acacia	Street Overlay	\$277,000
	Spruce	Street Overlay	\$106,000
	Virginia	Street Overlay	\$53,000
	Walnut	Street Overlay	\$69,000
	Randall	Street Overlay	\$140,000
	Lilac	Street Overlay	\$140,000
	Casmalia	Street Overlay	\$55,000
	SR210 Detour Route	Street Improvements	\$920,000
	Various	Curb, Gutter & Sidewalk	\$350,000
	Carter High School	Sidewalk Improvements	\$35,316
	Various	New Traffic Signal	\$470,000
	Riverside Avenue	Intersection Improvements	\$482,194
	Zupan Adult School (SR2S)		\$4,126
	Carter High School (SR2S)		\$6,600

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
	Bemis Elementary (SR2S)		\$9,463
	Riverside I-10 Interchange		\$47,227
	Subtotal		\$3,924,926
2009/2010	Traffic Data Collection for Federal HPMS & SANBAG CMP		\$70,000
	Pavement Management System (PMS)		\$50,000
	Street Landscape Construction		\$30,000
	Minor Street Maintenance		\$50,000
	Street Slurry Seal		\$400,000
	Various	Street Overlay	\$1,000,000
	Various	Curb, Gutter & Sidewalk	\$200,000
	Various	New Traffic Signal	\$70,000
	Subtotal		\$1,870,000
		TOTAL	\$5,794,926

\$2,471,291
\$2,357,358

Measure I Revenue Estimate (2 years)
Fund Balance as of June 30, 2007

Contact Name: Ahmad R. Ansari, P.E.
Public Works Director/City Engineer
909-820-2507
Resolution No.: 5644 approved 9/23/08

**CITY OF SAN BERNARDINO
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010**

EXPENDITURE STRATEGY

The City of San Bernardino will continue to place emphasis on both the regional and sub-regional arterial roadway system during the remaining three years of the current Measure I program. At least fifty percent of our Measure I funds allocation will be earmarked for special capital projects that are geared towards improving traffic flow and motorist convenience. Failing pavement surfaces will be rehabilitated and traffic striping modified as needed to accommodate increased traffic demand; and intersection capacity will be improved with new and modified traffic signals.

In addition to the above capital projects program, San Bernardino will continue to allocate up to fifty percent of our annual Measure I funds toward public works maintenance activities. Maintenance work will continue to include the City's traffic signal systems, sidewalk and curb repair, and pavement repair and overlay on the local street system.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2008/2009	Various Locations	Construct Accessibility Improvements (Annual)	\$705,600
	Various Locations	Street Safety Improvements (Annual)	\$51,000
	Various Locations	Pavement Rejuvenation (Annual)	\$333,000
	Various Locations	Bus Stops Concrete Pads (Annual)	\$100
	State Street Construction (Phase 1B, 2, 3 & 4)	Construct new State Street between Fifth Street and 16th Street	\$747,800
	Mt. Vernon between 2nd Street and 4th Street	Replace Bridge	\$126,600
	40th Street - Acre Lane to Electric Avenue	Widen 40th Street from two lanes to four lanes	\$59,600
	Del Rosa Drive from 6th Street to Base Line Street	Widen Del Rosa Drive from two lanes to four lanes (Design only)	\$51,800
	Mountain Avenue from 39th Street to 40th Street	Construct curb and gutter and sidewalk	\$88,200
	University Parkway and I-215 Interchange	Project Study Report for Loop Ramp	\$1,466,400
	Street Improvements - 3rd Street to 2nd Street	Improve Street	\$154,200
	Rancho Avenue at BNSF Railroad s/o Foothill Blvd.	Construct Median Island at Railroad Crossing	\$451,300
	Waterman Ave. & 18th St. Improvements	Widen Waterman Ave. at 18th for future traffic signal	\$7,000

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
	Little Mountain Drive from 48th Street to Bridge at Devil Canyon Creek	Install Street Improvements	\$9,500
	Highland Avenue at Del Rosa Channel	Widen North Side at Del Rosa Channel	\$88,800
	Del Rosa Avenue, Lynwood Drive & Sterling Ave.	Enhancement Beautification Improvements	\$400,000
	Street Light Poles & Electric System Replacement	Replace Electrical Poles & Systems	\$100,000
	Victoria Avenue from Highland Avenue to Lynwood Drive	Widen and Improve Street	\$250,300
	4th Street/5th Street Y-intersection	Realign and Improve Intersection	\$36,000
	4th Street/"E" Street to Arrowhead Avenue	Rehabilitate Pavement	\$110,000
	Kendall Drive between Wagon Wheel Road and Bailey Court	Widen and Improve Street	\$445,200
	Hunts Lane from Commercial Road to Commercial Road and Commercial Road from Hunts Lane to Waterman Ave.	Rehabilitate Street	\$4,600
	Old Waterman Canyon Road	Bridge Replacement	\$27,000
	Widen Del Rosa Drive between 9th Street and Warm Creek Channel	Widen Street	\$700,000
	Widen Pine Ave. - Belmont to Ohio	Widen Street	\$140,000
	"G" Street from 2nd Street to Mill Street	Rehabilitate Street	\$468,000
	"D" Street from 5th Street to Base Line	Rehabilitate Street	\$1,600
	I-Bank Loan Repayment	Loan Repayment	\$1,328,100
	Subtotal		\$8,351,700
	Various Locations	Construct Accessibility Improvements (Annual)	\$500,000
2009/2010		Street Safety Improvements (Annual)	\$50,000
	Various Locations	Bus Stops (Annual)	\$50,000
	Various Locations	Guard Rail Repair (Annual)	\$50,000
	Various Locations	5th Street past High School to Base Line St.	\$570,000
	State Street Construction & Signal Improvements		

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
	40th Street - Acre Street to Electric Avenue	Widen Street	\$1,075,000
	4th Street/5th Street Realign Intersection	Realign Intersection	\$250,000
	Landscaping on 4th Street between Mt. Vernon Ave. and 5th Street	Install Landscaping on 4th Street between Mt. Vernon and 5th Street	\$50,000
	<i>Subtotal</i>		\$2,595,000
		TOTAL	\$10,946,700

Contact Name: Robert Eisenbeisz
 City Engineer
 909-384-5203
 Resolution No.: 2008-388 adopted 10/09/08

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007

\$5,122,104
 \$4,464,697

**CITY OF UPLAND
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010**

EXPENDITURE STRATEGY

The City of Upland's existing road network is fairly well established. Therefore, the City's primary use of Measure I Funds will be for the reconstruction and maintenance of existing City streets. It is the City's intent to design and begin construction of the project the same year the project is identified in the Two-Year Capital Improvement Plan.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2008/2009	8th Street - Mountain Avenue to San Antonio Avenue	Street Reconstruction	\$2,000,000
	21st Street Reconstruction - San Antonio Avenue to Euclid Avenue	Street Reconstruction	\$700,000
	Pearl Street Reconstruction - Lucerne Way to Vallejo Way	Street Reconstruction	\$700,000
	15th Street from San Antonio Avenue to Euclid Avenue	Street Reconstruction	\$750,000
	Subtotal		\$4,150,000
2009/2010	17th Street - Mountain Avenue to San Antonio Avenue	Street Reconstruction	\$995,000
	7th Street - Benson Avenue to Mountain Avenue	Street Reconstruction	\$995,000
	21st Street - Mountain Avenue to San Antonio Avenue	Street Reconstruction	\$800,000
	Pine Street from 13th Street to the east end cul-de-sac	Street Reconstruction	\$465,000
	Subtotal		\$3,255,000
	TOTAL		\$7,405,000

\$1,877,847
\$3,040,696

Measure I Revenue Estimate (2 years)
Fund Balance as of June 30, 2007

Contact Name: Alex Qishta
Assistant City Engineer
(909) 291-2972
Resolution No.: 5895 adopted 8/11/08

CITY OF YUCAIPA

MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010

EXPENDITURE STRATEGY

At the City Council meeting of February 1996, the City Council directed that 56% of Measure I revenues be utilized for the annual Pavement Management Program (PMP). A small amount of growth is anticipated each year as sales tax generated within the City increases. Beginning in Fiscal Year 1999/2000, 100% of Measure I revenues are being allocated to the PMP.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2008/2009	Yucaipa Blvd. - California Street to 2nd Street	Rehabilitation and Overlay	\$211,000
	<i>Subtotal</i>		\$211,000
2009/2010	Yucaipa Blvd. - I-10 Fwy to Avenue E	Rehabilitation and Overlay	\$31,000
	Wildwood Cyn Rd. - California St. to Bryant	Rehabilitation and Overlay	\$79,000
	Oak Glen Rd. - Casa Blanca to City Limit	Pavement Repair/Slurry Seal	\$2,400
	Yucaipa Blvd. - Avenue E to Chinaberry Street	Rehabilitation and Overlay	\$20,100
	<i>Subtotal</i>		\$132,500
	TOTAL		\$543,500

Contact Name: Ray Casey

Director of Public Works

(909)797-2489 x253

Resolution No.: 2008-22 adopted 6/9/08

Measure I Revenue Estimate (2 years)

Fund Balance as of June 30, 2007

\$1,294,768

\$388,022

**COUNTY OF SAN BERNARDINO - SAN BERNARDINO VALLEY
MEASURE 1 CAPITAL IMPROVEMENT PLAN 2008/2010**

EXPENDITURE STRATEGY

The primary strategy is to ease congestion within the San Bernardino Valley areas by installing traffic signals, increasing capacity of existing roads, and rehabilitating heavily travelled roads. Projects include installing several traffic signals along Valley Boulevard, widening San Bernardino Avenue, rehabilitating Arrow Route, and several other rehabilitation and surface seal projects.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2008/2009	Arrow Route - Hickory Avenue E/Beech	Rehabilitation	\$2,277,000
	Valley Blvd. @ Redwood Ave.	Construct Signal	\$441,600
	Valley Blvd. @ Live Oak Ave.	Construct Signal	\$210,450
	Snow Drop Rd. - Transportation Facility Fee Plan	Participation with Fee Plan	\$7,500
	Cajon Blvd. - .22M NW Palm Ave. NW/Centerline, AT&SF Overcrossing	Rehabilitation	\$864,700
	Cajon Blvd. - Centerline, AT&SF Overcrossing NW/.05 NW, Rex Cole	Overlay	\$227,200
	Cajon Blvd. - Various Locations	AC Overlay	\$203,800
	Bloomington Ave. @ Larch	Construct Signal	\$575,000
	San Bernardino Ave. - Cherry Ave. E/Fontana Ave.	Widen	\$2,031,000
	Valley Blvd. @ Banana Ave.	Construct Signal (Design)	\$15,000
	Subtotal		\$6,853,250

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2009/2010	Lytle Creek Rd. - USFS N 2.00 M	Overlay	\$300,000
	Opal Ave. - End N/SH38	Overlay	\$200,000
	Valley Blvd. @ Banana Ave.	Construct Signal	\$585,000
	Cedar Ave. @ Hawthorne Ave.	Construct Signal	\$200,000
	Cedar Ave. - Valley Blvd. N/Randall Ave.	Rehabilitation	\$600,000
	Cedar Avenue @ Jurupa	Construct Signal	\$970,000
	Slover Avenue @ Laurel Ave.	Construct Signal	\$552,000
	Subtotal		\$3,407,000
TOTAL			\$40,260,250

147

Measure I Revenue Estimate (2 years)
Fund Balance as of June 30, 2007

Contact Name: Vana R. Olson, P.E.
Director of Public Works
(909)387-7906
Resolution No.: 2008-279 adopted 10/07/08

\$2,858,370
\$5,079,782

**ARTERIAL PROGRAM
MEASURE I FIVE YEAR PLAN 2008/2010**

EXPENDITURE STRATEGY

The Measure I Arterial Program is administered by SANBAG. In November 1994, the SANBAG Board of Directors took action to program the Measure I Arterial Fund revenue for arterial road projects associated with the Measure I Major Projects implementation.

Measure I Commuter Rail expenditures for grade crossings were reclassified as Measure I Arterial expenditures by action of the SANBAG Board of Directors in November, 1988.

In March 2001, the SANBAG Board of Directors approved \$6 million of Measure I Arterial funding for railroad grade separation design pool allocations. That action was later rescinded due to the State's transportation funding crisis first realized in December 2002.

YEAR	STREET & LIMITS	IMPROVEMENT	CONTRIBUTION ESTIMATE
2008/2009	None		\$0
2009/2010	3rd Street at Interstate 215	Widen and Reconstruct	\$500,000
	27th Street Bridge at Interstate 215	Widen and Construct	\$5,000,000
	Little Mountain Drive Realignment	Arterial Realignment	\$1,000,000
	Collector/Distributor - Highland to 27th Street	Widen and Reconstruct	\$500,000
	Base Line Bridge at Interstate 215	Widen and Construct	\$10,000,000
	9th Street Bridge at Interstate 215	Widen and Construct	\$5,000,000
	16th Street Bridge at Interstate 215	Widen and Construct	\$7,500,000
	Massachusetts Bridge at Interstate 215	Realign and Reconstruct	\$4,000,000
	Highland Bridge at Interstate 215	Widen and Reconstruct	\$7,500,000
		TOTAL	\$41,000,000

Contact Name: Garry Cohoe
Director of Freeway Construction
(909) 884-8276

Exhibit C

Two Year Capital Improvement Plans

Mountain/Desert

**CITY OF ADELANTO
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010**

EXPENDITURE STRATEGY

The City of Adelanto intends to maximize the potential use of the Measure I funds by allowing funding to accrue until sufficient funding is available to proceed with larger projects. Several of these projects will likely be ready to proceed within the next few years which include the widening of Hwy 395 from Mojave Drive to Star Street, and widening of Pearmain Road from Mojave Drive to Star Street. The City will be allocating a portion of the annual funds for local roads and streets, to be used to perform annual city wide pavement maintenance and rehabilitation. The proposed amount to be expended for the annual maintenance is approximately 50% of the local streets and roads funding to be received from Measure I throughout 2008/2010.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
REGIONAL/ARTERIAL FUNDS			
2008/2009	Hwy 395 (Mojave to Star)	Construction	\$215,230
2009/2010	Hwy 395 (Mojave to Star)	Construction	\$860,918
		SUBTOTAL	\$1,076,148

LOCAL FUNDS

2008/2009	City Wide - Local Streets	Rehabilitation	\$125,000
	Pearmain Road (Mojave to Star)	Construction	\$49,337
2009/2010	Pearmain Road (Mojave to Star)	Construction	\$197,347
	City Wide - Local Streets	Rehabilitation	\$125,000
		SUBTOTAL	\$496,684

ELDERLY AND HANDICAPPED FUNDS

2008/2009	Elderly and Handicapped City Transit System	Transit System	\$41,390
	Elderly and Handicapped City Transit System	Transit System	\$41,390
		SUBTOTAL	\$82,780

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
		TOTAL	\$1,655,612

Contact Name: Wilson So, P.E.
 City Engineer
 (760) 246-2300 X3028
 Resolution No.: 08-85 adopted 10/08/08

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007
 Regional/Arterial
 Local
 E & H Transit

\$1,655,612
 \$3,179,352
 \$1,076,148
 \$496,684
 \$82,780

**TOWN OF APPLE VALLEY
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010**

EXPENDITURE STRATEGY

Measure I Local Pass-through funds will be used by the Town of Apple Valley for a variety of transportation related projects, including reconstruction of existing roadways, maintenance of existing roadways, and support of the local transit authority. The funds are allocated at 65%, 30% and 5% respectively for regional arterial, local arterial and transit projects. Local streets identified for reconstruction are chosen based on their priority within the Town's Pavement Management Program. Additionally, our expenditure plan above uses our previous Measure I balance which is \$850,000 for arterial, and \$725 for local and \$200,000 for transit combining for a total roll-over of \$1.775 million.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
REGIONAL/ARTERIAL FUNDS			
2008/2009	Apple Valley Road - Kanbridge Street to Yucca Loma Road	Widen from 2 to 4 lanes	\$2,300,000
	Highway 18 - Apple Valley Road to Corwin Road	Design-Intersection Realignment and other intersection enhancements	\$500,000
	High Desert Corridor	Construct new facility	\$100,000
2009/2010	Apple Valley Road/Highway 18 intersection improvements	Alignment and improvements	\$1,725,995
		SUBTOTAL	\$4,625,995

LOCAL FUNDS			
2008/2009	Citywide Categorical	Street Rehabilitation	\$700,000
	Waalew Road - Corwin Road to Navajo	Street Rehabilitation	\$600,000
	Corwin Road-SR18 to Dale Evans	Street Rehabilitation	\$800,000
2009/2010	Citywide Categorical	Street Rehabilitation	\$500,000
	Central Road	Street Rehabilitation	\$504,306
		SUBTOTAL	\$3,104,306

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
ELDERLY AND HANDICAPPED FUNDS			
2008/2009	Citywide	Bus Stops/Shelters	\$252,000
2009/2010	Citywide	Bus Stops/Shelters	\$217,384.00
		SUBTOTAL	\$469,384
		TOTAL	\$8,199,685

Contact Name: Brad Miller
 Town Engineer
 (760)240-7000 x7000
 Resolution No.: 9/23/08 adopted 9/23/08

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007
 Regional/Arterial
 Local
 E & H Transit

\$4,347,685
 \$1,917,635
 \$4,625,995
 \$3,105,306
 \$469,384

**CITY OF BARSTOW
MEASURE 1 CAPITAL IMPROVEMENT PLAN 2008/2010**

EXPENDITURE STRATEGY

The City of Barstow is projected to receive an estimated total of \$2,015,000 in combined (Regional/Arterial, Local and Elderly and Handicapped Transit) Measure I subventions in 2008/2009. The City of Barstow has previously funded the construction of the Lenwood Road/I-15 Interchange project through a public improvement bond. The debt service on this bond for 2008/2009 will cost the City approximately \$750,000 or 58% of the total Measure "I" Regional and Arterial subventions. The remainder of the combined funds (\$1,265,000) will be used to fund construction projects on regional and local roadways and the elderly and handicapped facet of transit.

Measure "I" Regional/Arterial funds are estimated to be \$1,287,000 this year (64% of the total Measure "I" funds coming to the City annually), minus the annual debt service amount of \$750,000 for the Interstate 15/Lenwood Road Interchange, leaving \$537,000 for use on projects.

Measure "I" Local Funds are estimated to be \$594,000 this year, or 29% of the annual amount of Measure "I" funds received by the City.

The City will continue the implementation of annual Capital Improvement Program (CIP).

This fiscal year 08/09 the City of Barstow is obligated and has budgeted a transfer of \$134,000 to the Barstow Area Transit fund. A portion of Measure I must be allocated for elderly and handicapped facet of transit.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
REGIONAL/ARTERIAL FUNDS			
2008/2009	Lenwood Rd. Interchange	Bond Debt Service	\$750,000
	City-Wide	Pavement Management	\$27,000
	Avenue H - West Main St. to I-15		\$400,000
	E. Mountain View St. - Barstow Rd. to S. First Avenue		\$400,000
	W. Main Street - Avenue A to H	Reconstruction	\$1,900,000
	Main St. - Ave. A to Barstow Rd.		\$77,763
	E. Mountain View St. - Lillian Dr. to E. Main St.		\$400,000
	Rimrock Road & Muriel Drive	Traffic Signal	\$385,000
2009/2010	Lenwood Rd. Interchange	Bond Debt Service	\$750,000
	Yucca Avenue - E. Main St. to E. Mountain View St.		\$400,000
	Second Avenue - E. Main St. to Hutchinson St.		\$231,495
		SUBTOTAL	\$5,721,258

LOCAL FUNDS			
2008/2009	Lenwood Rd. (Reimb. From State)	Landcaping	\$15,313
	City-Wide	Pavement Management	\$40,500
2009/2010	Lenwood Rd. (Reimb. From State)	Landscaping	\$69,500
	Virginia Way - Barstow Rd. to Mt. Vernon		\$111,916
	Mt. Vernon - Mountain View St. to Grace St.		\$354,635
	Arville Ave. - Desert St. to Virginia Way		\$156,480
	Fairview St. - S. First Avenue to Caliente		\$169,345
	Cozy Lane - First Avenue to Third St.		\$11,866
		SUBTOTAL	\$929,555
ELDERLY AND HANDICAPPED FUNDS			
2008/2010	Transit		\$268,000
		SUBTOTAL	\$268,000
		TOTAL	\$6,918,813

Contact Name: James Mitsch
 Interim City Engineer
 760-255-5154
 Resolution No.: 4446-2008 adopted 11/17/08

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007
 Regional/Arterial
 Local
 E & H Transit

\$1,549,671
 \$747,369
 \$5,721,258
 \$929,555
 \$268,000

**CITY OF BIG BEAR LAKE
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010**

EXPENDITURE STRATEGY

The City's Twenty-Year Measure I Plan is a narrative description of the City's long-range plans for the use of Measure I funding. Measure I was approved by voters for an extension in November, 2004. Therefore, the Twenty-Year Plan continues beyond 2009, which is when this current tax sunsets.

The City's longterm funding priorities for Measure I funding includes the following:

(1) Enhancements to intersections which were identified in the General Plan as requiring widening and/or signalization to maintain adequate LOS at General Plan buildout; (2) Reconstruction of arterial and collector streets which are failing due to poor pavement, base, and/or drainage conditions; (3) Resurfacing and maintaining streets throughout the City based on the Pavement Management Plan.

The Twenty-Year Measure I Plan for the City of Big Bear Lake is to support the development of the City in conformance with the General Plan adopted by the City on August 23, 1999, and improve the existing infrastructure to maintain an acceptable level of service within the City. Within the Circulation Element of the General Plan, the City identified specific goals, policies and programs relating to traffic and infrastructure, including two specific projects. These projects are: (A) Improvement of the intersection of Pine Knot Avenue and Big Bear Boulevard; (B) Improvement of the intersection of Moonridge Road, Garstin Drive, and Big Bear Boulevard.

Both Projects A and B will involve acquisition of substantial right-of-way as well. The need for these projects will increase as the City builds out, but other improvements are needed earlier; therefore, Projects A and B have not yet been programmed.

In addition, the City has previously completed development of the infrastructure for under grounding utilities along Big Bear Boulevard using Measure I financing that is being repaid from the annual disbursements. This debt will be paid off in 2009.

Both the Five-Year and the Twenty-Year Measure I Plans are consistent with the City's General Plan Circulation Element and Pavement Management Plan.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
REGIONAL/ARTERIAL FUNDS			
2008/2009	Tulip Lane - Big Bear Blvd. to City Limits	Pavement Reconstruction	\$70,110
	Caeron Drive - Pine Knot to Ironwood	Pavement Reconstruction	\$238,500
	Bond Debt Service	Utility Undergrounding	\$108,183
2009/2010	Pine Knot - Cameron to Knickerbocher	Pavement Reconstruction	\$178,719
	Bond Debt Service	Utility Undergrounding	\$108,183
		SUBTOTAL	\$703,695

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
LOCAL FUNDS			
2008/2009	Tulip Lane - Big Bear Blvd. to City Limits	Pavement Reconstruction	\$104,890
	Citywide	Public Works Street Maintenance	\$37,545
2009/2010	Pine Knot - Cameron Court to Village Drive	Pavement Reconstruction	\$12,486
	Citywide	Public Works Street Maintenance	\$70,000
		SUBTOTAL	\$224,921
ELDERLY AND HANDICAPPED FUNDS			
2008/2010	MARTA	Elderly/Handicapped	\$23,739
	MARTA	Elderly/Handicapped	\$1,375
		SUBTOTAL	\$23,739
		TOTAL	\$962,355

Contact Name: David Lawrence
 City Engineer
 (909)866-5831 x198
 Resolution No.: 2008-33 adopted 9/22/08

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007
 Regional/Arterial
 Local
 E & H Transit

\$749,738
 \$229,663
 \$703,695
 \$224,921
 \$23,739

* Negative fund balance indicates debt associated with participation in SANBAG bonding program.

**CITY OF HESPERIA
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010**

EXPENDITURE STRATEGY

In October 1993, the City of Hesperia sold bond series 1993A and 1993B, with a principal value of \$14,950,000 and \$15,100,000 respectively. As the primary security through the year 2010, the City pledged Measure I, Transportation Development Act Local Transportation Fund Article 8(a), and State Gas Tax Funds. The net proceeds of the bond issue were used to finance the improvement of I Avenue, Hesperia Road and Main Street, as well as local streets in accordance with Measure I policies.

While the majority of Measure I revenue is used to service the bond debt, the remaining balance is used for specific large projects in addition to the reconstruction of arterial and local roads as part of the City's ongoing \$3 million in annual road rehabilitation project. As an exception, the Fiscal Year 2008-09 Citywide Street Improvement Project is \$10 million where the City plans to remove and replace, overlay, and crack seal and slurry approximately 35 miles

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
REGIONAL/ARTERIAL FUNDS			
2008/2009	Main Street to Fourth Avenue - H-01 Drainage Improvements	Drainage Improvements	\$150,000
	Main Street and Rock Springs Road	Traffic Signal Installation	\$20,000
	Main Street and Third Avenue	Traffic Signal Upgrade	\$100,000
	Seventh Avenue - Main Street to Willow Street	Street Widening	\$110,000
	Citywide Street Improvement Project (Arrowhead Lake Road - Rock Springs Road to Hesperia Lakes, Lemon Street - Santa Fe Avenue to Choiceana Avenue, Sultana Street - "E" Avenue to "I" Avenue)	Pavement Rehabilitation	\$3,293,000
	Debt Service		\$239,443
2009/2010	Citywide Street Improvement Project	Pavement Rehabilitation	\$175,000
	Debt Service		\$239,443
		SUBTOTAL	\$4,326,886

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
LOCAL FUNDS			
	(Adelia St., Arcadia Ave., Aspen St., Atlantic St., Avacado Ave., Buckthorn Ave., Cactus St., Camphor Ave., Capella Ave., Carrissa Ave., Cherry St., Chestnut St., Del Mar Ave., El Centro St., Elm St., Escondo Ave., Fremontia Ct., Fresno St., "G" Ave., Gaylop Ave., Grapefruit Ave., Guave Ave., "H" Ave., Hecules St., Joshua St., Juniper Ct., Juniper St., Larch St., Lassen Ave., Laurel St., Lime St., Loma St., Mather St. Mauna Loa St., Meca St., Mojave St., Mono Dr., Olive St., Orange St., Pacific St., Palm St., Pecan Ave., Pine St., Poplar St., Red Bud St., Rodeo St., Rose St., Royce Ave., Sabina Ave., Sage St., Sultana St., Sumac Ave., Tangarine Ct., Temecula Ave., Verde St., Verdugo Ave., Walnut St., Yuba St.)	Pavement Rehabilitation	\$971,000
2008/2009			
	Debt Service		\$113,362
2009/2010	Citywide Street Improvement Program	Pavement Rehabilitation	\$300,000
	Debt Service		\$113,361
		SUBTOTAL	\$1,497,723
ELDERLY AND HANDICAPPED FUNDS			
2008/2010	Victor Valley Transit Authority	Elderly and Handicapped Service	\$295,450
		SUBTOTAL	\$295,450
		TOTAL	\$6,120,059

Measure I Revenue Estimate (2 years)
Fund Balance as of June 30, 2007
Regional/Arterial
Local
E & H Transit

\$5,908,997
\$234,337
\$4,326,886
\$1,497,723
\$295,450

Contact Name: John Leveillee
City Engineer
(760) 947-1438
Resolution No.: 2008-071 adopted 9/16/08

CITY OF NEEDLES
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010

EXPENDITURE STRATEGY

Measure I pass through funds will be used by the City of Needles for a variety of transportation related projects, including reconstruction and maintenance of existing roadways and support of the local transportation authority. In FY 2008/2009, Arterial Funds will be used on Park Road and Historical Route 66 (Old Trails Highway) for repaving and Local Funds will be used for pavement restoration in Zamora Heights and Gates Area reconstruction. In FY 2009/2010 Arterial Funds and Local Funds will be used for slurry seals. The local streets that are tagged for reconstruction are the badly deteriorated streets. The rest of the projects include slurry sealing of the City's most heavily used streets and those in need of maintenance.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
REGIONAL/ARTERIAL FUNDS			
2008/2009	Park Road	Reconstruction	\$132,223
	Historic Route 66	Reconstruction	\$93,777
	Congestion Management Plan	Update	\$1,000
2009/2010	Arterial Sections of the Hill Area	Slurry Seal	\$159,000
	Congestion Management Plan	Update	\$1,000
		SUBTOTAL	\$387,000

LOCAL FUNDS			
2008/2009	Gates Area	Reconstruction	\$305,355
	Zamora Heights	Repave	\$141,442
2009/2010	Local Sections of the Hill Area	Slurry Seal	\$149,000
		SUBTOTAL	\$595,797

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
ELDERLY AND HANDICAPPED FUNDS			
2008/2009	Needles Area Local Transit (NAT)	Local Area Services	\$12,000.00
2009/2010	Needles Area Local Transit (NAT)	Local Area Services	\$12,000.00
		SUBTOTAL	\$24,000
		TOTAL	\$1,006,797

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007
 Regional/Arterial
 Local
 E & H Transit

\$397,032
 \$531,424
 \$387,000
 \$595,797
 \$24,000

Contact Name: Bill Way
 City Manager
 (760)326-5740 x.334
 Resolution No.: 09-09-08 approved 09/09/08

CITY OF TWENTYNINE PALMS
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010

EXPENDITURE STRATEGY

An emphasis for arterial streets over the two years is widening to accommodate the increased traffic the City has been experiencing, and to overlay the existing pavement or replace as needed.

The local streets, on the other hand, will need to be repaved to bring them back to serviceable condition. In the process, berms will be installed to control water flow along the paving projects.

The City will continue to pass its elderly/handicapped funds along to Morongo Basin Transit Authority.

Projects listed in future years are in the order the City intends to complete them at the time of this writing, but may be accelerated or delayed depending on unforeseen circumstances that may arise in the future.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
REGIONAL/ARTERIAL FUNDS			
2008/2009	Adobe Road, Amboy Rd. to Main Gate of USMC Base	Overlay, curb, gutters & sidewalk, City match of Federal Grant	\$200,000
62	Highway 62, Sunrise Road to Canyon Road	Widen and install turn lane	\$500,000
	Sullivan Rd., Baseline to Hatch	Overlay, widen and berm	\$300,000
	Adobe Road, Hwy 62 to Baseline	Reconstruct	\$700,000
	Various locations	Pavement Management Program	\$2,500
	Various locations	Congestion Management Program	\$3,000
	Various locations	Street Safety Projects	\$50,000
2009/2011	Hatch Rd., Sullivan Rd. to Hwy 62	Overlay, widen and berm	\$325,000
	Various locations	Pavement	\$15,000
	Various locations	Congestion Management Program	\$3,500
	Bagdad Hwy, Valley Vista Rd. to Amboy Rd.	Overlay, widen and berm	\$325,000
	Various locations	Pavement Management Program	\$3,000
	Various locations	Street Safety Projects	\$25,000
	SUBTOTAL		\$2,452,000

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
LOCAL FUNDS			
2008/2009	Mesquite Springs Rd., Two Mile to Raymond	Overlay	\$300,000
	El Rey Ave. at Flood Control Channel	Reconstruct	\$400,000
	Various locations	Pavement	\$10,000
2009/2010	Valley Vista Rd., Adobe Rd. to Utah Trail	Overlay	\$200,000
	Joe Davis Dr., Utah Trail to end	Overlay	\$100,000
	Various locations	Pavement	\$15,000
	Raymond Dr., Adobe to Mesquite Springs	Repave, widen and berm	\$200,000
		SUBTOTAL	\$1,225,000
ELDERLY AND HANDICAPPED FUNDS			
2008/2009	Citywide	Elderly and handicapped transit	\$50,000
2009/2010	Citywide	Elderly and handicapped transit	\$50,000
		SUBTOTAL	\$100,000
		TOTAL	\$3,777,000

Contact Name: Ron Peck
 Finance Director
 (760)367-6799
 Resolution No.: 08-13 adopted 5/27/08

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007
 Regional/Arterial
 Local
 E & H Transit

\$1,283,689
 \$1,383,116
 \$2,452,000
 \$1,225,000
 \$100,000

CITY OF VICTORVILLE
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010

EXPENDITURE STRATEGY

The City of Victorville shall construct, or cause to be constructed, transportation elements in accordance with its General Plan Circulation Element which serve to meet the following goals:

1. Preserve the quality of life in Victorville by minimizing land use for transportation facilities and enhancing the capacity of those facilities that are provided.
2. Prove a distinctive and high quality community design via the rational arrangement of circulation infrastructure with qualities and convenience of safety.
3. Construct circulation infrastructure in an orderly and fiscally efficient manner by staging improvements in concert with employment and housing growth and demand.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
REGIONAL/ARTERIAL FUNDS			
2008/2009	Amargosa Road, Bear Valley Rd. to North & South	Widen	\$200,000
	Amethyst Road at Palmdale Road	Construct signal	\$50,000
	Air Expressway, National Trails Hwy to Village Drive	Widen and Improve	\$1,750,000
	Arlette Drive, Hook Blvd. to Mojave Drive	Design	\$20,000
	Bear Valley Road, Bornite to Tamarisk	Design	\$25,000
	Bear Valley Road at Amargosa Road	Modify existing signal	\$65,000
	El Evado Road at Luna Road	Construct signal	\$20,000
	Hesperia Road, Bear Valley Rd. to Nisqualli	Design for Six Lanes	\$80,000
	High Desert Corridor, Hwy 395 to I-15	Construct interchange and four-lane highway and Environmental Study and Preliminary Engineering	\$200,000
	La Mesa Road, Cnatina Dr. to El Rio Rd.	Design- Rehabilitation	\$100,000
	Innovation Way at Aerospace	Construct Signal	\$250,000
	Innovation Way at Phantom West	Construct Signal	\$250,000
	Innovation Way at Phantom West (to 1770' West)	Construct new four-lane road	\$750,000
	Mojave Drive at I-15 Interchange	Construction	\$100,000

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
	Momentum, Adelanto Rd. to Gateway	Construction	\$350,000
	National Trails Highway, Mojave River to City Limit	Barrier rail replacement Truss Rehabilitation	\$200,000
	National Trails Highway, Air Expressway to I-15	Widen to four-lanes	\$3,000,000
	Nisqualli Road, Balsam Rd. to Hesperia Rd.	Reconstruction & widening	\$1,850,000
	Nisqualli Road, I-15 Overpass	Design/PS&E	\$400,000
	Nisqualli Road, I-15 Overpass	Right-of-Way	\$1,000,000
	Ottowa Road, Hesperia Rd. to Railroad	Widen, curb & gutter, s/w, overlay	\$250,000
	Palmdale Road at Cantina Road	Construct signal and roadworks	\$100,000
	Seneca Road, Hesperia Rd. to La Paz Drive	Reconstruct	\$700,000
	Spring Valley Parkway, Bear Valley to Pahute	Reconstruct	\$1,000,000
	City-Wide	Traffic Control O & M	\$1,200,000
	City-Wide	Cape/Slurry Seal	\$1,000,000
	City-Wide	Traffic Engineering	\$250,000
	City-Wide	Counters/Counting	\$30,000
		SUBTOTAL	\$15,190,000

2009/2010	Adelanto Road, Air Expressway to Bartlett Ave.	Widen and Improve	\$200,000
	Adelanto Road, Bartlett Ave. to Crippen Ave.	Widen and Improve	\$200,000
	Bear Valley Road, Bridge Widening @ BNSF	Construction	\$400,000
	Bear Valley Road, Hwy 395 to West End	Reconstruction, widen to four lanes	\$750,000
	El Evado Road, Hopland Rd. to Air Base Rd.	Construct four-lane road	\$500,000
	Eucalyptus, I-15 Construct Interchange	Project Report	\$150,000
	Eucalyptus, Amargosa Rd. to Amethyst Rd.	Construct two-lane road	\$150,000
	Eucalyptus, Amethyst Rd. to Hwy 395	Construct two-lane road	\$500,000
	Green Tree Blvd., Hesperia Rd. to Yucca Loma Bridge	Design	\$100,000
	High Desert Corridor, US395 to I-15	Construct interchange and four-lane highway and Environmental Study & Preliminary Engineering	\$200,000

MICIP0810-EMP.XLS

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
	Hook Boulevard, El Evado Rd. to Amargosa Rd.	Reconstruct	\$850,000
	La Mesa Road, Cantina Dr. to El Rio Rd.	Rehabilitation	\$1,000,000
	Mariposa Road, Cottonwood Ave. to Seventh St.	Design - Widen and Improve	\$50,000
	National Trails Highway, Air Expressway to I-15	Widen to four lanes	\$1,000,000
	Perimeter Road, Phantom West to 1 mile North	Construct two-lane road	\$100,000
	Village Drive, Mojave Dr. to Amargosa Rd.	Rehabilitate Pavement	\$200,000
	Wash Road, Bear Valley to La Mesa Road	Design & Construct four lane road	\$100,000
	3rd Avenue, Nisqualli Road to Green Tree Blvd.	Design - Realign & reconstruct	\$100,000
	Mojave Drive @ Ashley Glen	Design - Widening	\$25,000
	City-Wide	Traffic Control O & M	\$1,200,000
	City-Wide	Cape/Slurry Seal	\$500,000
	City-Wide	Traffic Engineering	\$250,000
	City-Wide	Counters/Counting	\$30,000
		SUBTOTAL	\$8,555,000

LOCAL FUNDS

2008/2009	Gateway, Air Expressway to Momentum	Reconstruct road	\$1,300,000
	Innovation Way, Phantom W to George Blvd.	Construction	\$250,000
	La Paz Drive, 7th St. to Seneca Road	Reconstruct	\$150,000
	Park Avenue, Palmdale to Amargosa	Design	\$100,000
	South Mojave Drive, 7th St. to Victor St. to End	Rehab Design	\$25,000
	Sycamore Street, Amethyst Road to Hwy 395	Rehab, widen and straighten, Design	\$100,000
	Valley Center Drive, Outer Seventh to Lorene Dr.	Design, widen and reconstruct	\$120,000
	Valley Center Drive, La Paz to Lorene Dr.	Design, reconstruct	\$80,000
	Valley Park, Amargosa Rd. to 915 East	Construct two-lane road	\$125,000
	3rd Avenue, Nisqualli Rd. to Comanche Rd.	Construct two-lane road	\$50,000
	Amargosa Road at Village Drive		\$50,000
	Mojave Dr. at Ashley Glen Dr.		\$50,000

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
	Various Streets	Cape/Slurry Seal	\$1,000,000
	Stripe Removal Machine		\$33,000
	Traffic Controls	Various Improvements	\$25,000
	Traffic Controls	Bear Valley/I-15 Congestion Relief	\$10,000
	Traffic Controls	LED Replacement Program	\$50,000
	Traffic Controls	Video Detection - Retrofit	\$10,000
	Traffic Controls	Radio Links (City-Wide)	\$50,000
	Traffic Controls	Opticom (State Signals)	\$140,000
	Traffic Controls	Traffic Monitoring Camera	\$100,000
	Traffic Controls	Signal Timing/Coordination City-Wide	\$75,000
	Traffic Controls	City-Wide Traffic Model	\$125,000
		SUBTOTAL	\$4,018,000
2009/2010	Center Street, Hesperia Rd. to 7th Street	Reconstruct road	\$250,000
	Cottonwood Ave., Bear Valley Rd. to Mariposa Rd.	Widen and Improve	\$66,000
	La Paz Drive, Fairgrounds to Mojave Dr.	Rehabilitate Pavement	\$250,000
	Luna Road, Cardinal St. to Hwy 395	Construct two-lane road	\$150,000
	Pacolima Road, Bear Valley Rd. to La Mesa Rd.	Rehabilitate Pavement	\$200,000
	Plaza Drive, 7th St. to La Paz Dr.	Rehabilitate Pavement	\$150,000
	Rodeo Drive, Seneca Rd. to Victor St.	Reconstruct	\$100,000
	Rodeo Drive, Green Tree Blvd. to Seneca Rd.	Rehabilitate Pavement	\$100,000
	Shay Road, Turner Rd. to half mile North	Two Lane Road	\$150,000
	Tawney Ridge Lane, Village Dr. to East End	Reconstruct Pavement	\$150,000
	Turner Road, Phantom to National Trails Highway	Realign & Improve	\$100,000
	Turner Road at National Trails Highway	Realign	\$100,000
	Verde Drive, Hesperia Rd. to So. Mojave Dr.	Rehabilitate Pavement	\$100,000
	Victor Street, 7th St. to So. Mojave Dr.	Rehabilitate Pavement	\$170,000
	Yates Rd., Arrowhead to Green Tree Blvd.	Widen with curb & gutter	\$75,000
	2nd Avenue, Jasmine St. to Country Ranch Court	Pave two lanes, missing link	\$100,000

MICIP0810-EMP.XLS

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
	1st Avenue @ Silica Drive	Widening	\$70,000
	Various Streets	Cape/Slurry Seal	\$500,000
	Traffic Controls	Various Improvements	\$25,000
	Traffic Controls	Bear Valley/-15 Congestion Relief	\$10,000
	Traffic Controls	LED Replacement Program	\$50,000
	Traffic Controls	Video Detection - Retrofit	\$100,000
	Traffic Controls	Radio Links (City-Wide)	\$50,000
	Traffic Controls	Opticom (State Signals)	\$70,000
	Traffic Controls	Traffic Monitoring Camera	\$10,000
	Traffic Controls	Signal Timing/Coordination City-Wide	\$50,000
	Traffic Controls	City-Wide Traffic Model	\$50,000
		SUBTOTAL	\$3,196,000

ELDERLY AND HANDICAPPED FUNDS

2008/2009	Transportation	\$337,677
-----------	----------------	-----------

2009/2010	Transportation	\$253,258
	SUBTOTAL	\$590,935
	TOTAL	\$31,549,935

Contact Name: John McGlade
 City Engineer
 (760) 955-5158
 Resolution No.: 08-164 approved 11/04/08

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007
 Regional/Arterial
 Local
 E & H Transit

\$11,818,706
 \$20,645,613
 \$23,745,000
 \$7,214,000
 \$590,935

TOWN OF YUCCA VALLEY
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010

EXPENDITURE STRATEGY

Elderly/Handicapped Fund: all revenue in the Elderly and Handicapped fund are expended by the Morongo Basin Transit Authority for necessary programs.

Local Road Fund: Measure I Local revenues are allocated to a number of projects including reconstruction of existing residential roads, maintenance to existing roads, engineering/design for subsequent year construction of residential roads, partial funding for traffic signal projects, and annual studies and/or reports, such as pavement management program updates, traffic census reports and similar activities. More than twenty separate programs/projects will be undertaken with currently available revenues. At the end of FY 2007/2008, less than \$100,000 is estimated to be available in the fund balance.

Regional/Arterial Fund: Measure I Major Arterial revenues are allocated to a number of projects, including reconstruction of arterials, maintenance of arterials, partial funding for traffic signal projects, annual studies and/or reports, such as pavement management program updates, traffic studies/surveys, and similar activities. More than 15 separate programs/projects will be undertaken with currently available revenues. At the end of FY 2007/2008, less than \$50,000 is estimated to be available in the fund balance.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
-REGIONAL/ARTERIAL FUNDS			
2008/2009	SANBAG-STP		
	Traffic Surveys & Warrant Studies	Speed Surveys & Traffic Studies	\$5,000
	SR62/SR247 Median	Design/Engineering	\$5,000
	Yucca Trail, La Contenta/Palomar	Design, Right-of-Way	\$382,000
	SHOPP - Minot A/Caltrans	Project Application through Caltrans	\$100,000
	Congestion Management Plan (CMP)	Planning & Analysis	\$5,000
	SR62 Trojan(Sage) to Airway	Design/Engineering	\$2,500
	SR62 Cholla to Trojan	Design/Engineering/Right-of-Way	\$544,000
			\$550,000
		SUBTOTAL	\$1,593,500

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2009/2010	SANBAG-STP		\$5,000
	Traffic Surveys & Warrant Studies	Speed Surveys & Traffic Studies	\$5,000
	Yucca Trail, La Contenta/Palomar	Design/Right-of-Way	\$150,000
	Buena Vista, SR247/Yucca Mesa	Overlay	\$250,000
	SHOPP - Minor A/Caltrans	Project Application through Caltrans	\$5,000
	Congestion Management Plan (CMP)	Planning & Analysis	\$2,500
	SR62, Cholla to Trojan	Design/Engineering/Right-of-Way	\$100,000
		SUBTOTAL	\$517,500

LOCAL FUNDS			
2008/2009	Annual Traffic Census	Traffic Count Analysis	\$6,000
	Traffic Surveys & Warrant Studies	Speed Surveys & Traffic Studies	\$5,000
	Church, Onago to Joshua Drive	Design, Right-of-Way	\$125,000
	Barberry, SR62/Yucca Trail	Chip Seal	\$160,000
	Fortuna, Santa Barbara/San Andreas	Overlay	\$70,000
	Malin Way, Skyline Ranch Road/Paseo Las Ninas	New Construction/Design/Engineering	\$245,000
		SUBTOTAL	\$611,000

2009/2010	Annual Traffic Census	Traffic Count Analysis	\$6,000
	Traffic Surveys & Warrant Studies	Speed Surveys & Traffic Studies	\$5,000
	General Maintenance - Town Wide		\$125,000
	Rockaway - Fairway to End	Minor Skin Patch/Overlay	\$80,000
		SUBTOTAL	\$216,000

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
ELDERLY AND HANDICAPPED FUNDS			
2008/2009	Pass through to Morongo Basin Transit Authority (MBTA)		\$40,000
2009/2010	Pass through to Morongo Basin Transit Authority (MBTA)		\$40,000
		SUBTOTAL	\$80,000
		TOTAL	\$3,018,000

Contact Name: Shane Stueckle
 Deputy Town Manager
 (760) 369-6575
 Resolution No.: 08-33 approved 9/11/08

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007
 Regional/Arterial
 Local
 E & H Transit

\$1,585,265
 \$985,227
 \$2,111,000
 \$827,000
 \$80,000

**COUNTY OF SAN BERNARDINO - COLORADO RIVER
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010**

EXPENDITURE STRATEGY

Projects within the current plan will continue the County's emphasis on rehabilitation and maintenance related work, capacity increasing projects, and traffic signals and safety related projects. Projects include improvements on Parker Dam Road and Cadiz Road, drainage improvements on Havasu Lake Road and several other rehabilitation projects.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
REGIONAL/ARTERIAL FUNDS			
2008/2009	Congestion Management Plan (Update)	Colorado River Area Arterials	\$750
	Lanfair Road	Overlay - SC800 OPS7.3 M N Goffs Rd. N 2.00 M	\$150,000
2009/2010	Congestion Management Plan (Update)	Colorado River Area Arterials	\$750
	Havasus Lake Road	Drainage Improvements - various locations	\$100,000
		SUBTOTAL	\$251,500

LOCAL FUNDS

2008/2009	None		\$0
2009/2010	Alamo Road	Overlay - Rio Mesa Dr. Ely/.09M SE, Alamo Way	\$75,000
		SUBTOTAL	\$75,000

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
ELDERLY AND HANDICAPPED FUNDS			
2008/2009	Big River Transit	Transit	\$4,000
	Havasu Lake Transit	Transit	\$1,000
2009/2010	Big River Transit	Transit	\$4,000
	Havasu Lake Transit	Transit	\$1,000
		SUBTOTAL	\$10,000
		TOTAL	\$836,500

Contact Name: Vana R. Olson, P.E.
 Director of Public Works
 909-387-7906
 Resolution No.: 2008-279 approved 10/07/08

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007
 Regional/Arterial
 Local
 E & H Transit

\$122,377
 \$126,147
 \$251,500
 \$75,000
 10,000

**COUNTY OF SAN BERNARDINO - MORONGO BASIN
MEASURE 1 CAPITAL IMPROVEMENT PLAN 2008/2010**

EXPENDITURE STRATEGY

Projects within the current plan will focus primarily on rehabilitation and maintenance related work, and safety related projects. Projects include the following: installing turn lanes on Reche Road at SR-247, surface seal paving (chip seal) on approximately 12 miles of Amboy Road, and several other surface seal projects.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
REGIONAL/ARTERIAL FUNDS			
2008/2009	Congestion Management Plan (Update)	Morongo Basin Arterials	\$2,750
	Reche Rd. @ SH 247	Construct Turn Lane	\$310,500
	La Contentia Rd. - Yucca TR N / SH 62	Widen, Turn Pocket	\$1,078,800
2009/2010	Congestion Management Plan (Update)	Morongo Basin Arterials	\$2,750
	West Dr. & Others (Pioneer Dr, Mockingbird Lane, Park Ave, Senilis Ave)	Overlay	\$700,000
		SUBTOTAL	\$2,094,800
LOCAL FUNDS			
2008/2009	None		\$0
2009/2010	Utah Trail - Joshua Tree Monument Boundary N/.30 S. Starlight Dr.	Overlay	\$400,000
	Rimrock Road	Pipes Canyon Rd. NW/Burns Cyn Rd.	\$300,000
		SUBTOTAL	\$700,000

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
ELDERLY AND HANDICAPPED FUNDS			
2008/2009	Trans Reimb Escort Program	Lucerne Valley TREP - Pilot Program	\$7,500
	Morongo Basin Transit	Transit	\$36,500
2009/2010	Trans Reimb Escort Program	Lucerne Valley TREP - Pilot Program	\$7,500
	Morongo Basin Transit	Transit	\$36,500
		SUBTOTAL	\$88,000
		TOTAL	\$2,882,800

\$1,113,932
 \$1,597,761
 \$2,094,800
 \$700,000
 \$88,000

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007
 Regional/Arterial
 Local
 E & H Transit

Contact Name: Vana R. Olson, P.E.
 Director of Public Works
 909-387-7906
 Resolution No.: 2008-279 approved 10/07/08

**COUNTY OF SAN BERNARDINO - MOUNTAINS
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010**

EXPENDITURE STRATEGY

Projects within the current plan will continue to focus on rehabilitation and maintenance related work, and safety related projects. Projects include a traffic signal installation on Paradise Way at SR-38, retaining wall repairs in Arrowbear, Crestline, Lake Arrowhead, and Running Springs, overlay paving on Crestline Cutoff, and several other rehabilitation and surface seal projects.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
REGIONAL/ARTERIAL FUNDS			
2008/2009	Congestion Management Plan (Update)	San Bernardino Mountains Area Arterials	\$1,500
	Daley Cyn Rd. @ SH 18	Improve intersection safety (design)	\$25,000
	Cottage Grove Rd. @ 655 Cottage Grove Rd.	Retaining wall repair	\$233,057
	Green Valley Lake Rd. - SH 18 Nely/00006M N. Hemlock Rd.	Rehabilitation	\$1,200,000
	Lake Gregory Drive - Lake Dr. SE&S/SH189	Retaining wall repair	\$720,000
	Crest Forest Drive - Mozymdar Dr. SLY/Waters Dr.	Rehabilitation (design)	\$25,000
2009/2010	Congestion Management Plan (Update)	San Bernardino Mountains Area Arterials	\$1,500
	Daley Cyn Rd. @ SH 18	Improve intersection safety (construction)	\$1,025,000
	Various Roads - Lake Arrowhead Area	Overlay	\$300,000
	Barton Lane - Orange Ave E/Maple	Overlay	\$400,000
	Crest Forest Dr. - Mozymdar Dr. SLY/Waters Dr.	Rehabilitation	\$1,000,000
		SUBTOTAL	\$4,931,057

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
LOCAL FUNDS			
2008/2009	Green Valley Lake Rd. - SH18 NEL Y/000006M N. Hemlock Dr.	Rehabilitation	\$350,000
2009/2010	Live Oak Dr. - SH330 NLY/Hilltop Blvd. SH18	Overlay	\$200,000
	Basel Dr. - San Moritz Dr. ELY/Sonoma	Overlay	\$250,000
	Mozumdar Dr. - Crest Forest Drive N/End	Overlay	\$250,000
		SUBTOTAL	\$1,050,000

ELDERLY AND HANDICAPPED FUNDS

2008/2009	SB Mountain Transit (SB Mountain Area)	Transit	\$75,000
2009/2010	SB Mountain Transit (SB Mountain Area)	Transit	\$75,000
		SUBTOTAL	\$150,000
		TOTAL	\$6,131,057

Contact Name: Vana R. Olson, P.E.
 Director of Public Works
 (909)387-7906
 Resolution No.: 2008-279 approved 10/07/08

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007
 Regional/Arterial
 Local
 E & H Transit

\$2,439,462
 \$3,809,730
 \$4,931,057
 \$1,050,000
 \$150,000

**COUNTY OF SAN BERNARDINO - NORTH DESERT
MEASURE 1 CAPITAL IMPROVEMENT PLAN 2008/2010**

EXPENDITURE STRATEGY

Projects within the current plan include several rehabilitation and surface seal projects, as well as an update to the Congestion Management Plan.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
REGIONAL/ARTERIAL FUNDS			
2008/2009	Congestion Management Plan (Update)	North Desert Area Arterials	\$2,500
	Kelbaker Rd.	2.0M N. I-40 N 2.40M	\$120,000
	Lanfair Rd.	3.00M N. Goffs Rd. N 3.50M	\$150,000
2009/2010	Congestion Management Plan (Update)	North Desert Area Arterials	\$2,500
	Lenwood Rd.	Main St./Jasper Rd. Grade Separation	\$2,500,000
		SUBTOTAL	\$2,775,000

LOCAL FUNDS

2008/2009	None		\$0
2009/2010	H Street - Linda Vista Ave. N/.08 M N.Armory Rd.	Overlay	\$800,000
	Hinkley Rd. - SH58 N/s.90M N.Salinas Rd.	Overlay	\$400,000
	Yermo Cutoff - Ghost Town Rd. NWLY/Ft. Irwin Rd.	Overlay	\$400,000
		SUBTOTAL	\$1,600,000

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
ELDERLY AND HANDICAPPED FUNDS			
2008/2009	Searles Valley Transit (Searles Valley area)	Transit	\$5,500
	Trans Reimb Escort Program (Red Mountain area)	Pilot Program	\$5,000
	Senior Transportation Subsidy (Red Mountain)	Pilot Program	\$1,000
	Barstow Dial-a-Ride	Barstow Are	\$75,000
2009/2010	Searles Valley Transit (Searles Valley area)	Transit	\$5,500
	Trans Reimb Escort Program (Red Mountain area)	Pilot Program	\$5,000
	Senior Transportation Subsidy (Red Mountain)	Pilot Program	\$1,000
	Barstow Dial-a-Ride	Transit	\$75,000
		SUBTOTAL	\$173,000
		TOTAL	\$4,548,000

\$2,146,479
 \$1,934,077
 \$2,775,000
 \$1,600,000
 \$173,000

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007
 Regional/Arterial
 Local
 E & H Transit

Contact Name: Vana R. Olson, P.E.
 Director of Public Works
 (909)387-7906
 Resolution No.: 2008-279 approved 10/07/08

**COUNTY OF SAN BERNARDINO - VICTOR VALLEY
MEASURE I CAPITAL IMPROVEMENT PLAN 2008/2010**

EXPENDITURE STRATEGY

Projects within the current plan will continue the County's emphasis on rehabilitation and maintenance related work, capacity increasing projects, and traffic signals and safety related projects. Projects include drainage improvements on Beekley Road and Phelan Road, widening Rancho Road, installing turn lanes on Ocotillo Way, rehabilitating El Mirage Road and several other rehabilitation projects.

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
REGIONAL/ARTERIAL FUNDS			
2008/2009	Victor Valley Transportation Model - Victor Valley Arterial Subarea	Develop Transportation Model	\$440
	Congestion Management Plan - Victor Valley Area	Update CMP	\$10,000
	Oak Hills "A" Transportation Plan	Participation with Oak Hills "A" Fee Plan	\$97,000
	S&E Apple Valley Transportation Plan	Participation with Apple Valley Fee Plan	\$25,000
	Summit Valley Transportation Plan	Participation with Summit Valley Fee Plan	\$3,000
	Vista Rd. - Various Locations	Grade Separation	\$1,300,000
	Rancho St. - .30M E. Mariposa E/1.00M E. Escondido Ave.	Widening	\$1,470,000
	High Desert Corridor - SR18/SR14	Construct New Road	\$30,000
2009/2010	Victor Valley Transportation Model - Victor Valley Arterial Subarea	Develop Transportation Model	\$440
	Congestion Management Plan - Victor Valley Area	Update CMP	\$10,000
	Oak Hill Rd. - .02M N. Caliente Rd. N/03 S. Jenny's	Realignment	\$1,000,000
		SUBTOTAL	\$3,945,880

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
LOCAL FUNDS			
2008/2009	Wilson Ranch Rd. & Others at California Aqueduct Xing (Baldy Mesa Rd, Caughlin Rd, Duncan Rd, Goodwin Dr, Johnson Rd, Oasis Rd, Sheep Creek Rd)	Drainage Improvement	\$180,000
	Duncan Rd. & Others at California Aqueduct Xing (Caughlin Rd, Goodwin Dr, Wilson Ranch Rd)	AC Overlay (OPS)	\$130,000
	Ranchero St. - .30M E. Mariposa E/1.00 E. Escondido Ave.	Widening	\$500,000
2009/2010	Phelan Rd. - Beekley Rd. E/Los Banos Ave.	Drainage Improvement	\$900,000
	El Evado Rd. at Luna Rd.	Construct Signal	\$600,000
		SUBTOTAL	\$2,310,000

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
ELDERLY AND HANDICAPPED FUNDS			
2008/2009	Trans Reimb Escort Program - Lucerne Valley Area	Pilot Program	\$7,500
	VV Transit/Dial-a-Ride	Victor Valley Area	\$75,000
	Wrightwood Transit	Transit	\$5,000
2009/2010	Trans Reimb Escort Program - Lucerne Valley Area	Pilot Program	\$7,500
	VV Transit/Dial-a-Ride	Victor Valley Area	\$75,000
	Wrightwood Transit	Transit	\$5,000
		SUBTOTAL	\$175,000
		TOTAL	\$6430,880

Contact Name: Vana R. Olson, P.E.
 Director of Public Works
 (909)387-7906
 Resolution No.: 2008-279 approved 10/07/08

Measure I Revenue Estimate (2 years)
 Fund Balance as of June 30, 2007
 Regional/Arterial
 Local
 E & H Transit

\$3,289,575
 \$4,062,049
 \$3,945,880
 \$2,310,000
 \$175,000

Minute Action

AGENDA ITEM: 11

Date: January 15, 2009

Subject: Update on review of the Draft Measure I 2010-2040 Strategic Plan

Recommendation:* Receive information on the review of the Draft Measure I 2010-2040 Strategic Plan Report

Background: Development of the Measure I 2010-2040 Strategic Plan was initiated in 2005 to define the policy framework for delivery of the projects and programs referenced in the new Measure. The Strategic Plan will be the policy manual for delivery of the Measure I programs by SANBAG and its member agencies.

The Draft Measure I 2010-2040 Strategic Plan Report was released for formal review and comment on December 5, 2008 with the mailing of the December agenda for the Major Projects Committee. The draft was released to the other SANBAG committees through distribution in the agendas, and the draft was mailed to city managers and transit agencies on December 5. The closing date for comments is January 21, 2009. Written comments are requested and should be sent to Ty Schuiling, SANBAG Director of Planning and Programming.

Following the close of comments, SANBAG staff will prepare a response to comments for February committee meetings and/or for a Board workshop in mid-February. A SANBAG Board workshop has been tentatively set for February 17, 2009 from 9 to 11 a.m., should such a workshop be needed to resolve remaining Strategic Plan issues. Staff is in the process of confirming the acceptability of this date and time with Board members. The agenda for the workshop, if held, would

Approved
Major Projects Committee

Date: January 15, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

focus on comments on the Draft Strategic Plan received from jurisdictions and other stakeholders and on staff responses to those comments. The final Strategic Plan Report will be prepared for March committee approval, with SANBAG Board approval scheduled for April 1, 2009.

Several opportunities are being provided for local jurisdictions, transit agencies, and other stakeholders to interact with SANBAG staff on the Draft Strategic Plan. An overview of the Strategic Plan was provided to the Comprehensive Transportation Plan Technical Advisory Committee (CTP TAC) on December 8. Questions and answers on the Strategic Plan will be discussed further at the January 12 CTP TAC meeting, and a separate workshop has been scheduled for Mountain/Desert jurisdictions on January 14. A brief report on the Strategic Plan has been included in the City/County Manager TAC agenda for the TAC's meeting on January 15. In addition, SANBAG staff has been meeting individually with jurisdictions on a request basis, and staff from the SANBAG Transit/Commuter Rail Department has been fielding questions and comments from transit operators on transit-related programs.

In this agenda item, staff will provide verbal highlights of any significant comments and issues that have been raised up to the time of the Major Projects Committee meeting. Committee members may wish to highlight additional issues at the meeting.

The Draft Strategic Plan Report is available on the SANBAG website at www.sanbag.ca.gov. A link is provided on the website home page to enable downloading of all or a portion of the draft.

Financial Impact: This item has no financial impact. However, the Strategic Plan, once approved, will serve as the guide for the allocation of Measure I 2010-2040 dollars for many years to come. The item is consistent with the approved Fiscal Year 2008-2009 SANBAG budget, Task 60909000.

Reviewed By: This item will be reviewed by the Major Projects Committee on January 15, 2009.

Responsible Staff: Steve Smith, Chief of Planning
Ryan Graham, Transportation Planning Analyst
Ty Schuiling, Director of Planning and Programming

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 12

Date: January 15, 2009

Subject: Update on Identifying Potential Projects for Transportation Reauthorization

Recommendation:* Receive report and provide feedback on SANBAG's advocacy efforts for the Federal Transportation Reauthorization bill.

Background: As the new 111th Congress convenes this month, one of its top priorities for the year will be the reauthorization of the nation's surface transportation legislation, known as the Safe, Accountable, Flexible, and Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU). This agenda item is intended to provide SANBAG Board members with an update on SANBAG's efforts to identify potential projects for the Federal reauthorization bill.

SAFETEA-LU will expire after September 30, 2009. The House Transportation and Infrastructure Committee has indicated that they intend to have draft legislation for transportation reauthorization by Spring 2009.

Being able to advocate for projects specifically suited for the next transportation reauthorization bill will be part of SANBAG's multi-faceted strategy to advocate for a variety of critical projects for this region. As policy considerations for the next transportation reauthorization bill are developed and vetted, it is SANBAG's desire to demonstrate the vast need for regionally significant transportation projects throughout San Bernardino County. As such, SANBAG policy

*

Approved
Major Project Committee

Date: January 15, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

committees have recommended a set of guidelines member jurisdictions can use to help SANBAG identify potential projects for inclusion in the next reauthorization bill (please see Attachment #1). While SANBAG has received input from a number of member jurisdictions regarding potential projects for the next reauthorization bill, SANBAG staff is currently reviewing all inputs in comparison to the recommended guidelines.

As part of SANBAG's evaluation of inputs received from member jurisdictions, SANBAG is attempting to group projects into corridors, to the extent possible, which will maximize advocacy efforts and may leverage SANBAG's ability to seek funding for key projects. SANBAG is also analyzing projects with an emphasis on their regional benefits. SANBAG staff proposes to categorize projects in the following manner:

- Corridors
- Vital Connectors
- Transit/Rail
- Alameda Corridor East
- Rails to Trails

Upon completion of the analysis of potential projects for transportation reauthorization, staff will develop a list of specific projects for the Board to consider adopting as part of its advocacy strategy for the reauthorization bill. The project categories listed above can be modified as actual policy is shaped, however, the above categories can serve as a starting point to permit SANBAG's development of a proactive advocacy strategy for the next transportation reauthorization bill.

Financial Impact: Funding for SANBAG's Legislative program is consistent with the adopted SANBAG Budget Task No. 50309000. This item might have a potential positive impact on SANBAG's transportation programs.

Reviewed By: This item is scheduled for review by the Administrative Committee on January 14, 2009; Major Projects Committee on January 15, 2009 and the Mountain Desert Committee on January 16, 2009.

Responsible Staff: Jennifer Franco, Director Intergovernmental and Legislative Affairs

Guidelines for Identifying Projects for Federal Reauthorization

San Bernardino Associated Governments (SANBAG) is formulating a strategy for the next transportation reauthorization bill, which is likely to include an opportunity to advocate for specific projects. Please assist SANBAG with identifying potential projects that will improve and maintain our existing transportation infrastructure in a manner that meets regional and national priorities by utilizing the criteria below:

- ***The nominated project is in the latest approved, conforming Regional Transportation Plan (RTP) AND in the Measure I (2010-2040) Expenditure Plan. (YES/NO)***
Inclusion of a project in the approved, conforming RTP and in the Measure I expenditure plan demonstrates regional need, a financial commitment, and consistency with requirements to improve air quality.
- ***The nominated project has completed National Environmental Protection Act (NEPA) clearance or is in the clearance process. (YES/NO)***
Projects that receive federal funds must complete the NEPA clearance process. Projects that have already completed or that are about to complete the NEPA process are considered more competitive.
- ***The nominated project is in the Regional Transportation Improvement Program (RTIP). (YES/NO)***
The RTIP is a 5- year programming document that includes all regionally significant projects, regardless of funding source. Candidate projects not in the RTIP would have to be amended in, resulting in delay.
- ***Federal funding for this project would save Measure I funds for other projects. (YES/NO)***
Federal funding for the nominated project would supplant Measure I funds, which could, in turn, be moved to other projects important to SANBAG.
- ***The nominated project is a freeway improvement, freeway interchange improvement, grade separation, rapid bus project (BRT), light rail, or commuter rail project. (YES/NO)***
SANBAG's Measure I strategic planning process has identified the types of projects listed above. Nominated projects fitting one of the above descriptions are also more likely to match priorities in the next federal authorization bill.
- ***The nominated project is on a trade corridor of national significance and/or a High Priority Corridor on the National Highway System. (YES/NO)***
Trade Corridors of National Significance are key freight corridors as defined by Congress, which includes I-10, I-15 and the Alameda Corridor East. Nominated projects along I-10 and I-15 may include interchange and mainline improvements. Alameda Corridor East grade separations also meet this criterion.
- ***Nominated Valley freeway interchanges: in the top 10 of the interchange prioritization list. (YES/NO)***
Nominated Valley freeway interchanges should be among the top 10 of SANBAG's interchange prioritization list.
- ***For Valley or Victor Valley interchanges or grade separations, the development share is committed. (YES/NO)***
The development share has been identified and committed for the nominated project.
- ***Nominated Grade Separations: top ten on prioritized list AND already federalized, OR amount of proposed federal funding more than offsets the reduction in railroad contribution and cost of delay associated with NEPA compliance. (YES/NO)***
Grade separation projects that are already federalized are preferred.
- ***The nominated project will be able to start construction by 2014-15. (YES/NO)***
The nominated project will have completed all pre-construction phases in time to begin construction by 2014.
- ***The nominated project is supported by multiple jurisdictions. (YES/NO)***
The nominated project is supported by multiple jurisdictions.
- ***The nominated project is a vital connector to the state highway system and/or inter-jurisdictional mobility. (YES/NO)***
The nominated project is a vital connector to/from the state highway system. Vital connectors may also include projects that will enhance inter-jurisdictional mobility.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents,
San Bernardino Associated Governments
(SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient,
multi-modal transportation system
- Strengthen economic development
efforts
- Exert leadership in creative problem
solving

To successfully accomplish this mission,
SANBAG will foster enhanced relationships
among all of its stakeholders while adding
to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996